



Kenya Power

**TENDER NO. KP1/9A.2/OT/27/AUDIT/18-19
PROCUREMENT OF A FIRM TO CARRY OUT AN AUDIT OF
KPLC ICT SYSTEMS**

JANUARY, 2019

(E-PROCUREMENT TENDER OPENING SYSTEM)

**(ENSURE TO READ THE APPENDIX TO
INSTRUCTIONS TO TENDERERS)**

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TABLE OF CONTENTS

<i>SECTION</i>	<i>CONTENTS</i>	
PART A	INTRODUCTION.....	4
PART B	TERMS OF REFERENCE.....	7
SECTION I	INVITATION TO TENDER	9
SECTION II	TENDER PROPOSAL CHECKLIST.....	10
	Table of Paragraphs on Instructions To Tenderers.....	26
SECTION III	INSTRUCTIONS TO TENDERERS (ITT).....	28
SECTION IV	SCHEDULE OF REQUIREMENTS.....	46
SECTION V	PRICE SCHEDULE FOR SERVICES.....	47
SECTION VI	EVALUATION CRITERIA.....	51
SECTION VII	AWARD AND CONTRACT DISCUSSIONS.....	54
	Table of Clauses on General Conditions of Contract.....	55
SECTION VIII	GENERAL CONDITIONS OF CONTRACT (GCC).....	56
SECTION IX	SPECIAL CONDITIONS OF CONTRACT (SCC).....	64
SECTION X	TENDER FORM.....	65
SECTION XI	CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM (CBQ)	67
SECTION XII	TENDERER’S REFERENCES.....	70
SECTION XIII	TENDERER’S COMMENTARIES.....	72

SECTION XIV	METHODOLOGY AND WORKPLAN.....	73
SECTION XV	FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED TEAM MEMBERS.....	74
SECTION XVI	DECLARATION FORM.....	76
SECTION XVII	DRAFT LETTER OF NOTIFICATION OF AWARD.....	77
SECTION XVIII	DRAFT LETTER OF NOTIFICATION OF REGRET.....	78
SECTION XIX	CONTRACT AGREEMENT FORM.....	79
SECTION XX	PERFORMANCE SECURITY FORM.....	84
SECTION XXI	THE DETAILS OF SERVICES.....	86

ABBREVIATIONS AND ACRONYMS

CC	Conditions of Contract
DDP	Delivery Duty Paid
GCC	General Conditions of Contract
GoK	Government of Kenya
InCMS	Integrated Customer Management System
ISACA	Information Systems Audit & Control Association
JV	Joint Venture
KPLC	The Kenya Power & Lighting Company Limited
KSh. / KES	Kenya Shillings
PM	Project Manager
PPAD 2015	Public Procurement and Asset Disposal Act, 20015
PPRA	Public Procurement Regulatory Authority
SAP	Systems, Applications and Products (Enterprise Resource Program)
TCO	Total Cost of Ownership
VAT	Value Added Tax
ICT	Information Communications Technology

A. INTRODUCTION

Dear Prospective Bidder,

1. Description of the Kenya Power & Lighting Company Limited and our Core Business
 - 1.1 The Kenya Power & Lighting Company Limited (KPLC) is a limited liability company registered under the Companies Act, Chapter 486 of the Laws of Kenya. It was incorporated in 1922 as the East African Power & Lighting Company Limited. KPLC was listed on the Nairobi Stock Exchange (NSE) in 1954. The Company changed to its present name in 1983. Kenya Power and Lighting Co Ltd is a State Corporation listed in NSE, under the Ministry of Energy. Its mandate is to purchase bulk electricity supply, transmit, distribute and retail electricity to end-use customers throughout Kenya. Its purpose, responsibilities and core functions, as a commercial state corporation in Kenya, are stated in its Vision and Mission Statements, and are expressed in its relationships with other key players in the power sub-sector and in its contributions to the country's long-term public policy and national development objectives.
 - 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 KPLC's strategic direction is guided by her VISION "to be an Energy Solutions Provider of Choice".
 - 1.4 The 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 The Company's key corporate objectives include: -
 - Ensure financial sustainability
 - Improve engagement with stakeholders
 - Improve network efficiency
 - Improve process effectiveness
 - Leverage technology, data usage and innovation
 - Improve talents' capabilities
 - Diversify revenue sources
 - Enhance revenue protection

1.7. Organizational and Business Structure

- 1.7.1 KPLC is divided into several divisions, departments, regions and branches countrywide. The various levels are headed by general managers, managers, regional, county and business branch heads.
- 1.7.3 Our headquarters is referred to as Central Office located at Stima Plaza, Kolobot Road, Parklands, Nairobi.
- 1.7.4 At present the regions are geographically split as follows - Nairobi South and Nairobi West Region with their main office in Electricity House, Harambee Avenue Nairobi Central Business District; Nairobi North Region with its main office in Stima Sacco Plaza (*a few meters from KPLC Hq*), Mushembi Road, Parklands, Nairobi; 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, Mount Kenya Region with the main office in Stima House Nyeri, West Kenya Region with the main office offices in Electricity House Kisumu and North Rift Region in KVDA Plaza Eldoret while North Eastern Region has its main offices in Thika Arcade, Thika.
- 1.7.5 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.
- 1.7.6 However, the name of the Company remains the same i.e. The Kenya Power & Lighting Company Limited (abbreviated as KPLC).
- 1.8 **Important statistics**
The company has 10,617 employees. 2,900 of them are office based while the rest (7,717) are field based.

B. TERMS OF REFERENCE

2.0 Background

Over the years, KPLC has implemented the following key ICT systems among others:

- SAP – ERP
- InCMS - Billing
- Eclipse – Prepaid
- DCS - Design and Construction System
- IMS - Incidence Management System.
- BI - Business Intelligence System
- FDB - Facilities Database
- Qpulse
- SCADA - Supervisory Control and Data Acquisition
- Microsoft & Oracle Platforms etc.

KPLC seeks to engage a qualified consultant to undertake a comprehensive and independent Information Communication Technology (ICT) Systems Audit. The

consultant is expected to provide an independent assurance on the KPLC ICT systems by undertaking a “Top to Bottom” audit that will re-assess the functional scope, compatibility and capabilities of these systems. The consultant will work very closely with KPLC ICT Auditors during the exercise for the purposes of knowledge/skill transfer.

The consultant’s contact person in this assignment will be the General Manager, Internal Audit and Risk. The Consultant will submit the final report to the Board Audit and Risk committee and the Managing Director and CEO.

2.1 Overall Objective of the Engagement

The objective of this exercise is to provide an independent assurance on the KPLC ICT systems by undertaking a “Top to Bottom” audit that will be but not limited to: Re-assess the functional scope, cost effectiveness, compatibility, continuity and capabilities of these systems

2.1.1 The specific objectives for the engagement include the following:

- Ensure that the intended objectives of the ICT systems and solutions are met and aligned to meet the business objectives of the Company;
- Ascertain whether the Company is getting maximum benefits out of the ICT investments thus far undertaken and has received optimal value for money on the ICT investments;
- Evaluate the effectiveness of IT general and application controls implemented by the Company to safe guard the ICT systems from IT and business risks;
- Determine if the current systems, applications, communication links and network are configured securely to safeguard against unauthorized access.
- Establish the effectiveness and continuity of the support arrangement/structure.
- Establish the adequacy of IT infrastructure currently deployed for the business applications and possible future needs.
- Evaluate the effectiveness of the current ICT continuity and recovery strategies.

2.2 Scope

2.2.1 ICT cost and investment management

- Review the formal ICT investment plans and determine whether they are aligned to ICT & business strategy;
- Review the ICT systems and maintenance costs based on the original business case to determine if value for money is achieved;
- Conduct an assessment on Software/Hardware Licenses with the objective of optimizing the investments and reducing the TCO.

- Evaluate ICT management contracting practices, assessment, monitoring and prioritization when procuring ICT investments; and
- Establish to what extent the ICT systems are meeting the needs of its various users in the company.

2.2.2 *Information Security*

- Review ICT policies and benchmark, it against the international standard ISO 27001:2013;
- Review ICT Security Controls (Database Security, Security Policy, LAN Security, Access Rights and Privileges, Email Security).
- Review the capacity and capability of the ICT Security function.
- Perform an external and internal penetration test and vulnerability assessment on the Company's ICT infrastructure. The test shall cover network environment, server(s) operating system security, application and database server(s), corporate website and portals, internet routers and firewalls, mobile applications, etc.
- Identify potential ICT risk factors and perform impact analysis.

2.2.3 *Business Applications Review*

- Review the functionality of the implemented business applications and identify any system functionality gaps;
- Evaluate change, configuration and release management practices to determine whether scheduled and non-scheduled changes made to the Company's production environment are adequately controlled and documented;
- Review Software Development and Software Change Controls. This should include an assessment of ICT change management procedures and controls in place
- Review key processes for each application ('end to end') tracing that data path and testing automated controls;
- Review the procedures and controls over input, processing and output to ensure that information captured is complete and accurate, information processing complies with required business rules, and information generated is accurate, reliable and timely;
- Perform transaction tests using CAATs to verify the accuracy, completeness and integrity of financial and management reports generated by the Company's business applications; and
- Perform reconciliation tests between interfaces to determine whether implemented interfaces are operating as required.

2.2.4 *Business Continuity and System Availability*

- Review the Business Continuity Management System (BCMS) if any and benchmark it against international standard ISO 22301:2012;

- Review the disaster recovery plan and identify gaps through comparing the current DRP documentation based on business requirements, problem alert and escalation procedures, change management processes, backup strategies, technical schema, offsite backup processes and storage procedures against industry best practice;
- Review the disaster recovery mechanism in place and determine its viability and functionality; and

2.2.5 ICT Infrastructure Review

- Evaluate the Enterprise ICT architecture to determine its integration to business functions
- Carry out an assessment to determine applications/systems with duplicated functionalities.
- Review Governance of ICT function (ICT Principles, Architecture, Structure, Infrastructure Strategies, Institutional Application needs, ICT Investment).
- Review Network Design and Equipment for Redundancy/Business Continuity (fail over/fail back)
- Review the servers and network capacity and determine if they are adequate to run company's business activities;
- Review network capacity/speed and response times and evaluate the adequacy to meet the Company needs.
- Review the LAN segmentation, logical segmentation in terms of VLANs if any, firewalls used, IDS systems, spam filters and network monitoring tools. In addition, review the configuration of the routers, switches and firewalls.

2.2.6 ICT Support and Third Parties

- Evaluate the ICT organizational structure and capacity and ascertain whether it is optimal to support the company's strategies and objectives;
- Assess the ICT Service Management practices and benchmark with industry best practices.
- Evaluate the extent and effectiveness of provision of service by third parties.
- Review operational constraints that may affect or are affecting the ICT systems performance in terms of:
 - a) People
 - b) Processes
 - c) Technology
 - d) Suppliers / Consultants.
 - e) Any other

2.3 THE CONSULTANT

- Will be expected to work with the General Manager, Internal Audit and Risk and is expected to carry out tasks in accordance with the project work plan.
- Will provide the following Reports as also stipulated in *Section XIV – Methodology And Workplan* : -
 - a) Detailed workplan and team composition,
 - b) Inception Report
 - b) Interim Progress Report
 - i) First Status Report
 - ii) Second Status Report
 - c) Draft Report
 - d) Final Report

The project should be completed within 60 Days (two months) with the following key milestones:-

- Fortnightly briefing should be made on the progress of the Review.
- Inception report should be submitted within 15 (fifteen) days of commencement
- A final report to be submitted within 15 (fifteen) days after completion of the assignment.
- Will be provided with an on-site office

SECTION I - INVITATION TO TENDER

DATE: **JANUARY, 2019**
TENDER REFERENCE **TENDER NO. KP1/9A.2/OT/27/AUDIT/18-19**
NUMBER AND NAME: **PROCUREMENT OF A FIRM TO CARRY OUT AN
AUDIT OF KPLC ICT SYSTEMS**

1.1 Introduction.

The Kenya Power & Lighting Company Ltd (KPLC) invites bids from eligible Tenderers for the procurement of an Independent Auditor to carry out a review of KPLC ICT Systems. Interested eligible Tenderers may obtain further information from the General Manager, Supply Chain. The Kenya Power & Lighting Company Ltd 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 saved as **PDF** documents marked **KP1/9A.2/OT/27/AUDIT/18-19 FOR PROCUREMENT OF A FIRM TO CARRY OUT AN AUDIT OF KPLC ICT SYSTEMS** and **submitted/uploaded in the KPLC E-Procurement Web Portal** found on the KPLC website (www.kplc.co.ke) so as to be received on or before **19th February 2019 at 10.00 a.m.**
(Manual documents shall not be accepted)

1.3 Prices

Offered Price **should be inclusive of all taxes, duties, levies and delivery** costs to the premises (where applicable) of KPLC or other specified site **must be in Kenya Shillings** and shall remain valid for one hundred and eighty (180) days from the closing date of the tender.

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

1.4 Opening of submitted Tenders

Tenders will be opened promptly thereafter in the presence of the Tenderer's or their representatives who choose to attend in KPLC Stima Plaza, auditorium, Kolobot Road, Parklands, Nairobi.

SECTION II - TENDER PROPOSAL CHECKLIST

2.1 Technical and Financial Tender Proposals

The consultants are invited to submit one proposal comprised of two parts: Technical and Financial.

Technical Proposal only may be submitted in assignments where KPLC intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical Proposal shall be invited to negotiate a contract on the basis of scale fees. The Proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.

2.2 Preparation of Technical Proposal

The Tenderer's proposal shall be written in English language

In preparing the Technical Proposal, tenderers are expected to examine this document in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

While preparing the Technical Proposal, Tenderers must give particular attention to the following:

If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.

The proposal shall however be based on the number of professional staff-time estimated by the firm.

- ii. It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- iii. Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.

The Technical Proposal shall provide the following additional information using the attached Standard Forms;

A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate inter

alia, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.

- 2.2.1 Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- 2.2.2 A description of the methodology and work plan for performing the assignment.
- 2.2.3 The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- 2.2.4 CVs recently signed by the proposed professional staff and the authorized representative submitting the Proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- 2.2.5 Estimates of the total staff input (professional and support staff time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- 2.2.6 A detailed description of the proposed methodology, staffing and monitoring of training.
- 2.2.7 The Technical Proposal shall not include any financial information.

2.3 Preparation of Financial Proposal

- 2.3.1 Financial Proposal should follow Standard Forms. It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.
- 2.3.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "A" specifies otherwise.
- 2.3.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.3.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal Form.
- 2.3.5 The Proposal must remain valid for 120 days after the proposal date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. If KPLC wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.4 Proposal, Receipt and Opening of Proposals

2.4.1 The original Proposal (Technical and Financial) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the Proposals.

2.4.2 Completed Tenders are to be saved as PDF documents marked KP1/9A.2/OT/27/AUDIT/18-19 FOR PROCUREMENT OF A FIRM TO CARRY OUT AN AUDIT OF KPLC ICT SYSTEMS and submitted in the KPLC E-Procurement Web Portal found on the KPLC website (www.kplc.co.ke)

2.4.3 The completed Technical and Financial Proposals must be delivered at the Proposal address on or before the time and date stated in the Invitation to Tender. Any Proposal received after the closing time for proposal of Proposals shall be returned to the respective consultant unopened.

2.5 Proposal Evaluation General

From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact KPLC on any matter related to his Proposal, they should do so in writing at the address indicated in the invitation to tender. Any effort by the firm to influence KPLC in the Proposal evaluation, Proposal comparison or Contract award decisions may result in the rejection of any Proposal.

2.6 Negotiations

2.6.1 Negotiations will be held at the same address as indicated in the Invitation to Tender. The aim is to reach agreement on all points and sign a contract.

2.6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. KPLC and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from KPLC to ensure satisfactory implementation of the assignment.

2.6.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).

2.6.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, KPLC expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, KPLC will require assurances that the experts will be actually available. KPLC will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the

objectives of the assignment. If this is not the case and if it is established that key staff were offered in the Proposal without confirming their availability, the firm may be disqualified.

2.6.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations KPLC and the selected firm will initial the agreed Contract. If negotiations fail, KPLC will invite the firm whose Proposal received the second highest score to negotiate a contract.

2.6.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.7 Award of Contract

2.7.1 The Contract will be awarded following negotiations. After negotiations are completed, KPLC will promptly notify other consultants that they were unsuccessful.

2.7.2 The selected firm is expected to commence the assignment on the date and at the location specified in the Contract.

2.7.3 The parties to the contract shall have it signed within 14 days from the date of notification of contract award unless there is an administrative review request.

2.7.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.7.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.7.6 To qualify for contract awards, the tenderer shall have the following:

- a. Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- b. Legal capacity to enter into a contract for procurement

2.7.7 Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.

2.7.8 Shall not be debarred from participating in public procurement.

2.8 Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the Proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

INFORMATION TO CONSULTANTS

1. The name of KPLC is: **KENYA POWER AND LIGHTING COMPANY LIMITED**
2. The method of selection is: **TENDER**
3. Technical and Financial Proposals are requested: **YES**

The name of the Project is **PROCUREMENT OF A FIRM TO CARRY OUT AN AUDIT OF KPLC ICT SYSTEMS**

4. A pre-Proposal conference will be held: **NO**

The name, address and telephone numbers of the Client's official(s) are:
THE KENYA POWER & LIGHTING COMPANY LIMITED
CENTRAL OFFICE, STIMA PLAZA,
KOLOBOT ROAD, PARKLANDS,
P.O. BOX 30099-00100,
NAIROBI,
KENYA.

5. KPLC will provide inputs: AS APPROPRIATE
6. The estimated number of professional staff months required for the assignment is: AS APPROPRIATE
7. The minimum required experience of proposed professional staff is:
_____ TO BE EVALUATED _____
8. Training is a specific component of this assignment:
_____ AS INDICATED _____
9. Taxes: PROVIDE INFORMATION AS APPROPRIATE
10. Consultants must submit an original and ONE additional copy of each Proposal.
11. Proposals must be submitted online not later than the following date and time: **19th February, 2019 at 10.00 a.m.**
12. The minimum technical score required to pass is 80 marks
11. Alternative formulae for determining the financial scores is as provided

12. The assignment is expected to commence on

13. Completion Period

The project should be completed within 60 Days (two months) with the following key milestones:-

- Fortnightly briefing should be made on the progress of the Review.
- Inception report should be submitted within 15 (fifteen) days of commencement
- A final report to be submitted within 15 (fifteen) days after completion of the assignment.

2.9 Technical Proposal

Notes on the preparation of the Technical Proposals

2.9.1 In preparing the Technical Proposals the consultant is expected to examine all terms and information included in this document. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's Proposal.

2.9.2 The Technical Proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.

2.9.3 Table of Contents

1. Technical Proposal form
2. Firms References
3. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity
4. Description of the methodology and work plan for performing the assignment
5. Team composition and Task assignments
6. Format of Curriculum Vitae (CV) for proposed Professional staff

2.9.4 Technical Proposal Form

[_____ *Date*]

To: _____ [*Name and address of Client*]

Ladies/Gentlemen:

We, the undersigned, offer to provide the-----

--- in accordance with your Request for Proposal dated _____
[*Date*] and our Proposal. We are hereby submitting our Proposal, which includes this
Technical Proposal.

We understand you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

_____ [*Authorized Signature*]:

_____ [*Name and Title of Signatory*]

_____ [*Name of Firm*]

_____ [*Address:*]

2.9.5 Firm's References

Relevant assignments carried out in the last five years that best indicate competence of the firm.

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Project Name	Name of Client and Contact Person	Type of Work Performed	Year of Completion	Value of Contract

Firm's Name: _____

2.9.6 Comments and Suggestions of Firms on the Terms of Reference and on Information, Services And Facilities To Be Provided by the Client.

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the information, services and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

2.9.7 Description of the Methodology and Work Plan for Performing the Assignment

2.9.8 Team Composition and Task Assignments

2.9.8.1 Technical/Managerial Staff

Name	Position	Task

2.9.8.2 Support Staff

Name	Position	Task

2.9.8.3 Format of Curriculum Vitae (CV) For Proposed Professional Staff

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

_____ Date: _____
[Signature of staff member]

Date;

[Signature of authorized representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

A. Tender Submission Format - Non-Financial Proposal

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

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

B. Tender Submission Format – Financial Proposal

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

No.	Item	Tick Where Provided
1	Complete Price Schedules	
2	Audited Financial Statements of the Tenderer. The audited financial statements required must be those that are reported within eighteen (18) calendar months of the Date of the Tender Document.	
3	Any other document or item required by the Tender Document that is financial. (The Tenderer shall specify such other documents or items it has submitted)	
4.	And any other required	

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

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

TABLE OF PARAGRAPHS ON INSTRUCTIONS TO TENDERERS

Paragraph No.	Headings
3.1	Definitions.....
3.2	Eligible Tenderers.....
3.3	Declaration of Eligibility
3.4	Pre-Bid Meeting
3.5	Cost of Tendering
3.6	Contents of the Tender Document.....
3.7	Clarification of Documents.....
3.8	Amendment of Documents.....
3.9	Language of Tender.....
3.9	Documents Comprising the Tender.....
3.11	Tender Form.....
3.12	Tender Prices
3.13	Tender Currencies.....
3.14	Tenderer’s Eligibility and Qualifications.....
3.15	Past Record.....
3.16	Conformity of Services to Tender Documents.....
3.17	Deviations.....
3.18	Demonstration(s), Inspections and Tests.....
3.19	Validity of Tenders
3.20	Alternative Offers.....
3.21	Number of Sets of and Tender Format.....
3.22	Preparation and Signing of The Tender.....
3.23	Sealing and Outer Marking of Tenders.....
3.24	Deadline for Submission of Tender
3.25	Modification and Withdrawal of Tenders.....
3.26	Opening of Tenders.....
3.27	Process To Be Confidential.....
3.28	Clarification of Tenders and Contacting KPLC.....
3.29	Preliminary Evaluation and Responsiveness.....
3.30	Minor Deviations, Errors or Oversights.....
3.31	Technical Evaluation and Comparison of Tenders.....
3.32	Financial Evaluation.....
3.33	Preferences.....
3.34	Tender Evaluation Period.....
3.35	Debarment of a Tenderer.....
3.36	Confirmation of Qualification for Award.....

3.37	Award of Contract.....
3.38	Termination of Procurement Proceedings.....
3.39	Notification of Award.....
3.40	Signing of Contract
3.41	Performance Security
3.42	Terms of Payment.....
3.43	Corrupt or Fraudulent Practices.....

SECTION III - INSTRUCTIONS TO TENDERERS (ITT)

SECTION III - INSTRUCTIONS TO TENDERERS (ITT)

3.1 Definitions

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

- a) *Any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made there-under.*
- b) *“Date of Tender Document” shall be the **start date** specified on the KPLC tendering portal.*
- c) *“Day” means calendar day and “month” means calendar month.*
- d) *“KEBS” wherever appearing means the Kenya Bureau of Standards or its successor(s) and assign(s) where the context so admits.*
- e) *“KENAS” wherever appearing means the Kenya National Accreditation Service or its successor(s) and assign(s) where the context so admits*
- f) *“PPRA” wherever appearing means The Public Procurement Regulatory Authority or its successor(s) and assign(s) where the context so admits.*
- g) *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.*
- h) *“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).*
- i) *“The Tenderer” means the person(s) submitting its Tender for the supply, installation and commissioning (where applicable) of the goods in response to the Invitation to Tender.*
- j) *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.*
- k) *Words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.*
- l) *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.*

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

3.2 Eligible Tenderers

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

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

In addition, this Invitation to Tender is open to all Tenderers eligible as described in the

Appendix to Instructions to Tenderers.

Successful Tenderers shall supply the goods in accordance with this tender and the ensuing contract.

3.2.2 In addition the tenderer shall be considered ineligible to bid, where in case of a corporation, private company, partnership or other body, the tenderer, their spouse, child or sub-contractor has substantial or controlling interest and is found to be in contravention of the provisions of section 3.2.1 above.

3.2.5 Despite the provisions of section 3.2.3 and 3.2.4, a tenderer having a substantial or controlling interest shall be eligible to bid where—

- (a) such tenderer has declared any conflict of interest; and
- (b) performance and price competition for that good, work or service is not available or can only be sourced from that tenderer.

3.2.6 For the purposes of this paragraph, any relative i.e. spouse(s) and child(ren) of any person mentioned in sub-paragraph 3.2.3 is also ineligible to participate in the

- tender. In addition, a Cabinet Secretary shall include the President, Deputy President or the Attorney General of GoK.
- 3.2.7 Tenderers shall provide the qualification information statement that the Tenderer (including 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 goods under this Invitation to Tender.
- 3.2.8 Tenderers shall not be under declarations as prescribed at Section XIII.
- 3.2.9 Tenderers who are not under these declarations shall complete the Declaration Form strictly in the form and content as prescribed at Section XIII.
- 3.2.10 Those that are under the Declaration as prescribed at Section XIII 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.

3.3 Joint Venture

- 3.3.1 Tenders submitted by a joint venture of two or more firms, as partners shall comply with the following requirements: -
- a) the Tender Form and in case of a successful tender, the Contract Agreement Form, shall be signed so as to be legally binding on all partners of the joint venture.
 - b) one of the partners shall be nominated as being lead contractor, and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners.
 - c) The Power of Attorney which shall accompany the tender, shall be granted by the authorized signatories of all the partners as follows:-
 - (i) for local bidders, before a Commissioner of Oaths or a Notary Public or Magistrate of the Kenyan Judiciary.
 - (ii) for a foreign bidder, before a Notary Public, or the equivalent of a Notary Public, and in this regard the bidder shall provide satisfactory proof of such equivalence.
 - d) the lead contractor shall be authorized to incur liability and receive instructions for and on behalf of any and all the partners of the joint venture and the entire execution of the contract including payment shall be done exclusively with the lead contractor.
- 3.3.2 All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a relevant statement to this effect shall be included in the authorization mentioned in paragraph 3.3.1 (b) above as well as in the Form of Tender and the Contract Agreement Form (in case of the accepted tender).

3.3.3 A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.

3.4 Cost of Tendering

3.4.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and KPLC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

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) *Invitation to Tender*
- b) *Tender Submission Checklist*
- c) *Instructions to Tenderers*
- d) *Appendix to Instructions to Tenderers*
- e) *Schedule of Requirements*
- f) *Project Implementation Schedule*
- g) *Price Schedule for Services*
- h) *Evaluation Criteria*
- i) *General Conditions of Contract*
- j) *Special Conditions of Contract*
- k) *Tender Form*
- l) *Confidential Business Questionnaire Form*
- m) *Tender Security Form*
- n) *Manufacturer's Authorization Form- N/A*
- o) *Manufacturer's Warranty- N/A*
- p) *Declaration Form*
- q) *Contract Form*
- r) *Performance Security Form*
- s) *Details of Service*
 - (i.) *General Requirements*
 - (ii.) *Specific Details of Services*

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

A prospective Tenderer requiring any clarification of the Tender Document may notify the General Manager Supply Chain in writing and ensure receipt is acknowledged at KPLC’s Physical address indicated on the Tender Document. 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 published and accessible to all prospective Tenderers on the KPLC’s tendering portal.

3.7 Amendment of Documents

- 3.7.1 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.
- 3.7.2 All prospective Tenderers that have registered in the portal for the Tender will be notified of the amendment(s) (*hereinafter referred to or otherwise known as addendum*) in writing and will be binding on them.
- 3.7.3 In order to allow prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, KPLC, at its discretion, may extend the deadline for the submission of Tenders.

3.8 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. Any printed literature furnished by the Tenderer written in any other language shall be 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 Tenderers shall include but not be limited to all the following components: -

- a) *Declaration Form, Tender Form and a Price Schedule completed in compliance with paragraphs 3.2, 3.10, 3.11 and 3.12.*

- b) *Documentary evidence established in accordance with paragraph 3.13 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.*
- c) *Documentary evidence established in accordance with paragraph 3.14 that the services and any ancillary thereto to be provided by the Tenderer conform to the tender documents, and,*
- d) *Tender Security furnished in accordance with paragraph 3.17*
- e) *A detailed list of previous customers as prescribed for similar services on tender and their contact addresses shall be submitted with the Tender for the purpose of reference, or for evaluation where the Details of Service so dictate.*
- f) *And all other documents indicated in Section II (Tender Submission Checklist)*

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), and prices 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

- 3.12.1 For services that the Tenderer will provide from within or outside Kenya, the prices shall be quoted in Kenya Shillings, or in another freely convertible currency in Kenya. The currency quoted must be indicated clearly on the Price Schedule of Services.
- 3.12.2 The exchange rate to be used for currency conversion shall be the Central Bank of Kenya selling rate prevailing on the Tender closing date. *(Please visit the Central Bank of Kenya website).*

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, in the case of a Tenderer offering to perform the services under the contract which the Tenderer is not the Principal, the Tenderer has been duly authorized by the Manufacturer, Principal or Producer to provide the services. The authorization shall strictly be in the form and content as prescribed in the Manufacturer's or Principal's Authorization Form in the Tender Document – N/A for this tender*
- b) *that the Tenderer has the financial capability necessary to perform the contract. The Tenderer shall be required to provide the documents as specified in the Appendix to Instructions to Tenderers including a current Tax Compliance Certificate issued by the relevant tax authorities.*
- c) *that the Tenderer has the technical and production capability necessary to perform the contract.*
- d) *that, in the case of a Tenderer not doing business within Kenya, the Tenderer is or will be (if awarded the contract) represented by an agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, spare parts and stocking obligations prescribed in the Conditions of Contract and or in the Details of Service.*
- e) *that the Tenderer is duly registered and is a current member of a recognized body or institution accredited and or pertaining to that service.*

3.13.3 The Tenderer will furnish KPLC with a copy of the accreditation or recognition certificate as applicable. KPLC reserves the right to subject the certificate to authentication.

3.13.4 Tenderers with a record of unsatisfactory or default in performance obligations in any contract shall not be considered for evaluation or award. For the avoidance of doubt, this shall include any Tenderer with unresolved case(s) in its obligations for more than two (2) months in any contract.

3.14 Conformity of Services to Tender Documents

3.14.1 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.

3.14.2 The documentary evidence of conformity of the services to the Tender Document may be in the form of literature, drawings, and data, and shall (where applicable) consist of: -

- a) *a detailed description of the essential technical and performance characteristics of the services whether in catalogues, drawings or otherwise,*
 - b) *a list giving full particulars, including available source and current prices of spare parts, special tools and other incidental apparatus necessary for the proper and continuing performance of the services for a minimum period of two (2) years following commencement of the provision of the services to KPLC, and,*
 - c) *duly completed Statement of Compliance to KPLC's Details of Service demonstrating substantial responsiveness of the service to those Details or, a statement of deviations and exceptions to the provisions of the Details of Service.*
- 3.14.3 For purposes of the documentary and other evidence to be furnished pursuant to sub-paragraphs 3.14.1, 3.14.2 and paragraph 3.15, the Tenderer shall note that standards for workmanship, material, and equipment, designated by KPLC in its Details of Service 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 equivalence to those designated in the Details of Service.

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

- 3.15.1 Where required in the tender, all Tenderers shall demonstrate ability of performance of the required service in conformity with the Details of Services.
- 3.15.2 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.
- 3.15.3 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.
- 3.15.4 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.

3.16 Warranty

- 3.16.1 Where required in the Tender, all Tenderers must also provide a Warranty that services to be rendered in the Tenderer's bid have no defect arising from manufacture, materials or workmanship or from any act or omission of the Tenderer

that may develop under normal use or application of the services under the conditions obtaining in Kenya.-N/A for this tender

3.16.2 This warranty will remain valid for the period indicated in the special conditions of contract after the services, or any portion thereof as the case may be, have been rendered.

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 on 3rd floor Stima plaza (*Procurement Department*) 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 one hundred and eighty (180) 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 eighty (180) 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 3.23. 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. The tender security provided under paragraph

3.17 may also be extended. 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 3.20.

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 3.26.

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.

3.23 Opening of Tenders

- 3.23.1 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.
- 3.23.2 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.
- 3.23.3 At the Tender opening, tender prices, discounts, and such other details as KPLC, at its discretion, may consider appropriate will be read out.
- 3.23.4 The Tenderers or their representatives may attend the opening and those present shall sign a register evidencing their attendance.

3.24 Process to be Confidential

- 3.24.1 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.
- 3.24.2 Conclusion of that process shall be deemed to have occurred, at the latest, by the date and time KPLC notifies the successful bidder(s). In any event, official disclosure by KPLC of any information upon conclusion of that process may only be to the unsuccessful bidders and may contain only the information permissible by law in summary form.
- 3.24.3 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 the Tender may result in the disqualification of the Tenderer.

3.25 Clarification of Tenders and Contacting KPLC

- 3.25.1 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.
- 3.25.2 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.
- 3.25.3 Save as is provided in this paragraph and paragraph 3.22 above, no Tenderer shall contact KPLC on any matter related to its Tender, from the time of the tender opening to the time the successful Tenderer is announced..

- 3.25.4 Any effort by a Tenderer to influence KPLC in its decisions on tender evaluation, tender comparison, tender recommendation(s) or signing of Agreement may result in the disqualification of the Tenderer.

3.26 Preliminary Evaluation and Responsiveness

- 3.26.1 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 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.
- 3.26.2 KPLC will examine the Tenders to determine whether they conform to the Preliminary Evaluation Criteria set out in Section VI Evaluation Criteria.
- 3.26.3 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.

3.27 Minor Deviations, Errors or Oversights

- 3.27.1 KPLC may waive any minor deviation in a Tender that does not materially depart from the requirements of the goods and or services set out in the Tender Document.
- 3.27.2 Such minor deviation -
- 3.27.2.1 shall be quantified to the extent possible,*
 - 3.27.2.2 shall be taken into account in the evaluation process, and,*
 - 3.27.2.3 shall be applied uniformly and consistently to all qualified Tenders duly received by KPLC.*
- 3.27.3 KPLC may waive errors and oversights that can be corrected without affecting the substance of the Tender.

3.28 Technical Evaluation and Comparison of Tenders

- 3.28.1 KPLC will further evaluate and compare the Tenders that have been determined to be substantially responsive, in compliance to the Details of Services set out in the Tender Document and as per the prescribed Evaluation Criteria.
- 3.28.2 The Operational Plan is a critical aspect of the Tender. KPLC requires that the Services shall be performed at the time specified in the Schedule of Requirements. KPLC's evaluation of a tender will also take into account the Operational Plan proposed in the Tender. Tenderers offering to perform longer than KPLC's required delivery time will be treated as non-responsive and rejected.

3.29 Financial Evaluation

- 3.29.1 The financial evaluation and comparison shall be as set out in the Summary of Evaluation Process. The comparison shall be

- 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) deviations in Payment Schedule from that specified in the Special Conditions of Contract
- 3.29.2 Where other currencies are used, KPLC will convert those currencies to the same currency using the selling exchange rate ruling on the date of tender closing provided by the Central Bank of Kenya.

3.30 Preferences

- 3.30.1 Subject to availability and realization of the applicable international or local standards, only such manufactured articles, materials or supplies wholly mined and produced in Kenya shall be subject to preferential procurement. N/A for this tender
- 3.30.2 Despite the above provisions, preference shall be given to —
- (a) manufactured articles, materials and supplies partially mined or produced in Kenya or where applicable have been assembled in Kenya; or
 - (b) firms where Kenyans are shareholders.
- 3.30.3 The threshold for the provision under 3.30.2 (b) shall be above fifty-one percent of Kenyan shareholders.
- 3.30.1 In the evaluation of tenders, exclusive preference shall firstly be given to citizen contractors where the amount of the tender as evaluated is below KShs. 500 Million in respect of works, goods and services.
- 3.30.2 Where a person is entitled to more than one preference scheme, the scheme with the highest advantage to the person shall be applied.
- 3.30.3 For purposes of this paragraph the Tenderer shall submit with its Tender, a valid copy of certificate of Confirmation of Directorships and Shareholding issued **and signed** by either the Registrar of Companies or Registrar of Business Names. This certificate must not be more than three (3) months old from the Date of the Tender Document. Kenya Power reserves the right to subject the certificate to authentication.

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

- 3.32.1 KPLC may confirm to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 3.32.2 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 paragraph 3.13 as well as confirmation of such other information as KPLC deems necessary and appropriate. This may include factory, office and other facilities inspection and audits.
- 3.32.3 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

- 3.33.1 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 tender, and further, where deemed necessary, that the Tenderer is confirmed to be qualified to perform the contract satisfactorily.
- 3.33.2 Award will be done as indicated in the Appendix to Instructions to Tenderers.

3.34 Termination of Procurement Proceedings

- 3.34.1 KPLC may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 3.34.2 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

- 3.35.1 Prior to the expiration of the period of tender validity, KPLC shall notify the successful Tenderer in writing that its Tender has been accepted.
- 3.35.2 The notification of award shall not constitute the formation of the contract until one is finally signed by both parties.
- 3.35.3 Simultaneously, and without prejudice to the contents of paragraph 3.25, on issuance of Notification of Award to the successful Tenderer, KPLC shall notify each unsuccessful Tenderer.

3.38.4 A notification of the tender outcome does not reduce the validity period for any tender security whether the Tenderer is successful or not, except where such tender security is officially released to the Bank and/or the Tenderer and such Bank discharged of all its obligations by KPLC prior to the expiry of its stated validity period.

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 fourteen (14) days of the date of notification of award, the successful Tenderer shall only sign the Contract Form and all the documents specified in that Form and return them to KPLC within that period of fourteen (14) days.

3.36.3 KPLC shall sign and date the Contract in the period between not earlier than fourteen (14) days from the date of notification of contract award. Further, KPLC shall not sign the contract until and unless the authentic performance security is received in accordance with paragraph 3.36.

3.36.4 Failure of the successful Tenderer to sign the Contract, the award shall be annulled and its tender security forfeited in which event KPLC shall notify the next lowest evaluated Tenderer that its Tender has been accepted.

3.36.5 Paragraph 3.33 together with the provisions of this paragraph 3.35 will apply with necessary modifications with respect to the Tenderer notified under sub-paragraph 3.35.3.

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 either one or a combination of the following:

- a) an original Bank Guarantee that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document.
- b) For Local bidders, Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC shall be prepaid/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.

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 Performance Security shall be the sum of ten percent (10%) of the contract value. It shall be in the currency 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 three (3) 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 and the Tender Security forfeited, in which event KPLC may notify the next lowest evaluated Tenderer that its Tender has been accepted.
3. 37.6 Paragraph 3.35, 3.36 together with the provisions of this paragraph 3. 37 will apply with necessary modifications, and as far as circumstances permit, with respect to the Tenderer notified under sub-paragraph 3.37.5.

3.38 Corrupt or Fraudulent Practices

- 3.38.1 KPLC requires that Tenderers observe the highest standard of ethics during the procurement process and execution of contracts. When used in the present Regulations, the following terms are defined as follows: -
 - a) *“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of public official in the procurement process or in contract execution;*
 - b) *“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of KPLC, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive KPLC of the benefits of free and open competition.*
3. 38.2 KPLC will nullify its notification of award if it determines that the Tenderer recommended has engaged in corrupt or fraudulent practices in competing for the contract in question.
3. 38.3 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 IV TO INSTRUCTIONS TO TENDERERS

The following information regarding the particulars of the tender shall complement and or amend the provisions of the Instructions to Tenderers *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>Eligible Tenderers must meet stipulated requirements</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 or as stipulated in requirements.</i>
3.	3.13.2 (a) Manufacturer’s / Principal’s Authorization	<i>Not Required</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 or as per stipulated requirements. (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 (c) and (d) Documents of evidence of eligibility	<i>As stipulated as requirements.</i>
6.	3.13.2 (e) Tenderer’s membership of a recognized or accredited institution.	<i>As stipulated in requirements.</i>
7.	3.14.2 (a) Catalogues, Brochures, Manufacturer’s/ Principal’s Drawings	<i>Not required for this tender</i>
8.	3.16.2 Warranty – Period	<i>N/A</i>
9.	3.17.1 Tender Security	<i>The bidders shall provide Bid Bond of KES 200,000/= OR any other convertible currency</i>
10.	3.36.2 Mode of Award of Contract	<i>The tender shall be awarded to the lowest bidder .</i>
11	3.37.3 Performance security	<i>The Performance Security shall be the sum of ten percent (10%) of the contract value.</i>

SECTION IV - SCHEDULE OF REQUIREMENTS

Brief Schedule of Services Required

TENDER NO. KP1/9A.2/OT/27/AUDIT/18-19 FOR PROCUREMENT OF A FIRM TO CARRY OUT AN AUDIT OF KPLC ICT SYSTEMS

1. Ensure that the intended objectives of the ICT systems and solutions are met and aligned to meet the business objectives of the Company;
2. Ascertain whether the Company is getting maximum benefits out of the ICT investments thus far undertaken and has received optimal value for money on the ICT investments;
3. Evaluate the effectiveness of IT general and application controls implemented by the Company to safe guard the ICT systems from IT and business risks;
4. Determine if the current systems, applications, communication links and network are configured securely to safeguard against unauthorized access.
5. Establish the effectiveness and continuity of the support arrangement/structure.
6. Establish the adequacy of IT infrastructure currently deployed for the business applications and possible future needs.
7. Evaluate the effectiveness of the current ICT continuity and recovery strategies.

SECTION V - PRICE SCHEDULES FOR SERVICES

PART A

Sr. No.	Description	Quantity/ Unit Measure	of Amount (KSh.)
1.	Data collection, Analysis, preparation of reports and any other research related costs (please give details in a proper format)		
2.	Local taxes, duties, levies and other statutory charges, if applicable, chargeable under the laws of Kenya (<i>excluding Value Added Tax (VAT) see row below</i>).		
4.	Reimbursables/ Disbursements		
5.	Total VAT		
6.	Grand Total amount of Financial Proposal		

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

Staff. No.	Name of Professional staff	Survey	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 TENDERERS ON PRICE SCHEDULES - PARTS A & B

1. ***Input***

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

2. ***Reimbursables/ Disbursements***

3.1 This will be paid to the successful bidder for the performance of the assignment and validity will be determined by KPLC.

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 **AN AUDIT OF KPLC ICT SYSTEMS** 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

6.1 Part 1 - Preliminary Evaluation Under Paragraph 3.28. THESE ARE MANDATORY REQUIREMENTS. TO DEMONSTRATE THAT THE FIRM IS CAPABLE OF UNDERTAKING THIS ASSIGNMENT, THE INTERESTED FIRMS MUST ALSO PROVIDE THE FOLLOWING MANDATORY REQUIREMENTS (PROPOSALS WHICH DO NOT SATISFY ANY OF THE ABOVE REQUIREMENTS SHALL BE REJECTED AT THIS STAGE):

This shall include confirmation of the following:-

6.1.1 Submission of Tender Security - Checking its validity, whether it is Original; whether it is sufficiency, whether it is issued by a local bank/institution; whether it is strictly in the format required in accordance with the sample Tender Security Form(s). (TENDER SECURITY OF KES 200,000/= IS REQUIRED IN THIS TENDER)

6.1.2 Submission of Declaration Form(s) duly completed and signed.

6.1.3 Submission and considering Tender Form duly completed and signed.

6.1.4 Submission and considering the following:-

6.1.4.1 For Local Tenderers

a) A Detailed Profile of the Company

b) Company or Firm's Registration Certificate

c) Valid Trading License

d) VAT Certificate

b) PIN Certificate.

c) Valid and Current Tax Compliance Certificate.

6.1.4.2 For Foreign Tenderers

a) A Detailed Profile of the Company

b) Company or Firm's Registration Certificate

c) PIN Certificate or its equivalent in the country of bidder or a statement from the tax authorities in the Tenderer's country of origin indicating that such certificate or its equivalent is not issued.

d) Valid Tax Compliance Certificate or its equivalent in the country of bidder or a statement from the tax authorities in the Tenderer's country of origin indicating that such certificate or its equivalent is not issued.

6.1.5 That the Tender is valid for the period required.

6.1.6 Submission and considering that the required number of sets of Tender.

6.1.7 Submission and considering the Confidential Business Questionnaire:-

a) Is fully filled.

- b) That details correspond to the related information in the bid.*
- 6.1.8 *If required in the Tender Document, submission of the following-*
 - a) Commentary of Compliance to the Details of Service*
 - b) Tenderer's membership of a recognized or accredited organization.*
- 6.1.9 *Record of unsatisfactory or default in performance obligations in any contract shall be considered. This shall include any Tenderer with unresolved case(s) in its performance obligations for more than two (2) months in any contract.*
- 6.1.10 *Notwithstanding the above, considering any outstanding orders where applicable and the performance capacity indicated by the Tenderer.*

Tenders will proceed to the Technical Evaluation Stage only if they qualify in compliance with Part 1 above, Preliminary Evaluation under Paragraph 3.28.

6.2 Part II – Technical Evaluation and Comparison of Tenders Under Paragraph 3.30 of the ITT.

These are mandatory requirements.

6.2.1 Verification of the following information:

- a) Relevant requested certificates and or documents.*
- b) Submitted with the Tender –*
 - (i) Commentary of Compliance to the Details of Service.*
 - (ii.) Any other details required of the Tender.*

6.2.2 Detailed Evaluation

6.2.2.1 Tenderers shall be expected to indicate full compliance to Details of Service.

6.2.2.2 Evaluation of Demonstration of ability of the offered service, to comply with the Details of Service (where required).

6.2.2.5 Confirmation of compliance of previous contract(s) in accordance with its/ their terms and conditions where applicable.

6.2.3 Further Technical Evaluation Criteria

These are mandatory requirements.

To demonstrate that the firm can undertake this assignment, the interested firms (which should not have either real or an apparent conflict of interest) and must provide the following:

Parameter	Mark
<p><u>Audited Accounts</u></p> <p>Proof of financial strength and stability. (Provide audited accounts at least for the last three years)</p>	5
<p><u>Organization Qualifications and Skills</u></p> <ul style="list-style-type: none"> • Profile: A detailed profile of the firm/company, with all the statutory requirements met and complied with. • Attach evidence of organizational experience in provision of ICT audit/review for at least three large parastatal organizations within the last five years. • Experience in audits and reviews for other organizations in the energy sector. • Demonstrate detailed understanding of the workings of a electricity distribution organization. • Demonstrate experience in data driven audits and application of CAATs tools including reusable routines. 	10
<p><u>Organization Assignment Experience</u></p> <ul style="list-style-type: none"> • List of ICT Audit/Review work undertaken in the last 5 years. • The Consultant must have undertaken ICT Audit/Review work in at least 5 (five) Kenyan companies over the past 6 (six years) whose annual turnover has averaged or exceeded KShs.5 billion in the past year. (Submission of detailed description of assignment, status, client names, contact persons, addresses and cost of consultancy is required). • The consultant should also provide recommendation letters from at least 4 (four) of these clients. 	30
<p><u>Assignment Methodology</u></p> <p>Proposed Approach and Methodology to be adopted for the project. Tools to be used, estimated time and report architecture.</p>	15

<p><u>Lead Consultant Qualifications/Experience</u> (Provide Detailed CV)</p> <p>Lead Consultant must have the following qualifications/experience:</p> <ul style="list-style-type: none"> • Bachelor’s Degree in Computer Science in IT related field • Evidence of Technical knowledge supported by ACCA/CPA • CISA (Certified Information Systems Auditor) • Experience in delivery of technology assignments in governmental and energy sector institutions (provide evidence). • Should have led IT Audit assignments with a cyber-security review component (provide evidence). • Supervisory experience of a minimum 5 (five) years. 	15
<p><u>Team Qualifications/Experience</u> (Provide Detailed CVs)</p> <ul style="list-style-type: none"> • Understanding of basic electricity distribution business • Evidence of participation in providing ICT audit and consultancy services for large organizations. • Internationally recognized certification in systems audits e.g. CISA, CISM, CRISC (mandatory) • Show technical capability and experience in SAP (ERP) and SCADA systems (mandatory) • Project Management Certification e.g. PRINCE2/PMP (optional) • ISO 27001:2013 Lead Auditor Certification (optional) • ISO 22301:2012 Lead Auditor Certification (optional) 	15
<p><u>Project Time Schedule</u></p> <p>Expected time frame within which the project will be carried out and the respective time allocations of each project member.</p>	10
TOTAL	100

Tenderers will proceed to the next evaluation stage if they score a minimum of 80 marks in total.

Tenderers will proceed to Financial Evaluation stage only if they score a minimum of 80 marks of the Technical Evaluation under clause 3.37.

6.3 Part III – Financial Evaluation Criteria

These are mandatory requirements.

NO.	EVALUATION CRITERIA
6.3.1	<p>a) Confirmation of the authenticity of the submitted Tender Security</p> <p>b) Confirmation of and considering schedule of rates and prices and/or priced Bill of Quantities duly completed and signed.</p> <p>c) Checking that the Tenderer has quoted prices based on all costs including insurances, duties, levies, Value Added Tax (V.A.T), Withholding Tax and other taxes payable and delivery to the premises of KPLC or designated site(s)</p> <p>d) Where applicable, Conducting a financial comparison, including conversion of tender currencies into one common currency</p> <p>e) Taking into account the cost of any deviation(s) from the tender requirements</p>
6.3.2	<p>f) Ascertaining the financial capability through Last Financial Year’s audited financial statements issued within the last 18 months which Statements should conform to International Accounting Standards One (IAS 1) which includes the following:-</p> <p>1) Checking and considering that the Tenderer’s solvency ratios are acceptable to KPLC and meet the threshold of:-</p> <p>(2) Solvency ratio of Debt to Assets Ratio which should be at least 1:1</p> <p>Or</p> <p>(1) for companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, a spot cash balance of a minimum of 20% of the Tender Price. The same should be as evidenced in the certified copies of bank statements at least in ALL days of the month of the Date of the Tender Document.</p>
6.3.3	<p>Provide documentary evidence of liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the contract.)</p>
6.3.4	<p>Considering information submitted in the Confidential Business Questionnaire against other information in the bid including:-</p> <p>a) Declared maximum value of business</p> <p>b) Shareholding and citizenship for preferences where applicable.</p>
6.3.5	<p>Confirming the following: -</p> <p>a) that the Supplier’s offered Delivery Schedule meets KPLC’s requirements.</p>

THE SUCCESSFUL TENDERER SHALL BE THE ONE WITH THE LOWEST EVALUATED PRICE.

***NOTES: -**

1. For purposes of evaluation, the exchange rate to be used for currency conversion shall be the selling exchange rate ruling on the date of tender closing provided by the Central Bank of Kenya. (Visit the Central Bank of Kenya website).
2. Total tender value means the Tenderer's total tender price inclusive of Value Added Tax (V.A.T) for the services it offers to provide.
3. 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.

SECTION VII - AWARD AND CONTRACT DISCUSSIONS

7. Successful Tenderer

7.1 The Successful Tenderers shall be the lowest evaluated bidder.

7.2 Proposed Contract Discussions

7.2.1 KPLC may conduct proposed contract discussions after determining the successful Tenderer. These will be held at KPLC's headquarters at Stima Plaza or otherwise as may be advised. The discussions will additionally touch on methodology of work plan, final Terms of Reference and on financial proposal.

2.2 The purpose of negotiations is to reach clarity and agreement on all items. The negotiations will conclude with a review of the draft form of the contract.

2.3 If the discussions are not fruitful, KPLC shall at its sole discretion terminate any further discussions with that Tenderer and invite the firm whose proposal received the next superior score for similar discussions.

TABLE OF CLAUSES ON GENERAL CONDITIONS OF CONTRACT

Clause No.	Headings	Page No.
7.1	Definitions.....	
7.2	Application....	
7.3	Standards.....	
7.4	Supplier Performance Rating Scheme	
7.5	Use of Contract Documents and Information	
7.6	Patent Rights	
7.7	Inspections and Tests.....	
7.8	Packaging and Labelling	
7.9	Delivery and Documents for Materials/ Equipment.....	
7.10	Insurance	
7.11	Payment.....	
7.12	Interest.....	
7.13	Prices.....	
7.14	Variation of Contract.....	
7.15	Assignment.....	
7.16	Sub-Contracts.....	
7.17	Termination of Contract.....	
7.18	Liquidated Damages.....	
7.19	Warranty.....	
7.20	Resolution of Disputes	
7.21	Language and Law.....	
7.22	Waiver.....	
7.23	Force Majeure.....	

SECTION VII – GENERAL CONDITIONS OF CONTRACT

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

7.1 Definitions

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

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

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 Supplier Performance Rating Scheme

- 7.4.1 KPLC shall use a Supplier Performance Rating Scheme (SPRS) to measure the annual performance of the Supplier's obligations and its conduct of the contract.
- 7.4.2 The Scheme will be updated periodically commencing with the date of execution of the contract by both parties. KPLC shall provide the Supplier with a copy of the SPRS report.
- 7.4.3 KPLC shall consider the Supplier's overall performance at the end of the performance period.
- 7.4.4 At the request of either party, the parties shall discuss and conclude deliberations on the annual SPRS report. At any such meetings and/or for the purposes of the deliberations, KPLC Supply Chain – Procurement Department shall appoint the Chairperson as well as the Secretariat.
- 7.4.5 The SPRS measures shall be according to Supplier Performance Rating Form in Section XXVI
- 7.4.6 A KP1, KP2 & KP3 assessment of the Supplier on the SPRS will be a consideration for continued engagement between the parties in the subsequent year. A KP4 assessment of the Supplier shall be a termination event.

7.5 Use of Contract Documents and Information

- 7.5.1 The Contractor shall not, without KPLC's prior written consent, disclose the contract, or any provision thereof or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of KPLC in connection therewith, to any person other than a person employed by the Contractor in the performance of the contract.
- 7.5.2 The Contractor shall not, without KPLC's prior written consent, make use of any document or information enumerated in clause 7.5.1 above.
- 7.5.3 Any document, other than the contract itself, enumerated in clause 7.5.1 shall remain the property of KPLC and shall be returned (including all copies) to KPLC on completion of the Contractor's performance under the contract if so required by KPLC.

7.6 Patent Rights

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

7.6 Performance Security

- 7.6.1 Within fourteen (14) days of the date of the notification of contract award, the Contractor shall furnish to KPLC the Performance Security which shall be either one or a combination of the following:-
- a) an original Bank Guarantee that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document.
 - b) Confirmed Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid by the successful Tenderer. Certain mandatory conditions of the LC shall be as prescribed in the Performance Security Form (LC) in the Tender Document.
- 7.6.2 The Performance Security shall be issued by a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya.
- 7.6.3 The Performance Security shall be the sum of ten percent (10%) of the contract price. It shall be in the currency of the contract price.
- 7.6.4 Failure of the Contractor to furnish the Performance Security, the award shall be annulled and the Tender Security forfeited, in which event KPLC may notify the next lowest evaluated Tenderer that its Tender has been accepted.
- 7.6.5 The proceeds of the Performance Security shall be payable to KPLC as compensation for any loss resulting from the Contractor's failure to comply with its obligations in accordance with the contract without KPLC being required to demonstrate the loss it has suffered.
- 7.6.6 The Performance Security shall be valid for a minimum of sixty (60) days after satisfactory delivery for both Foreign and Local Contractors.
- 7.6.7 KPLC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the Contractor to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed three (3) days from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such Contractor's Performance Security may be deemed as invalid and the Contract nullified, unless information to the contrary is received by KPLC two (2) days before the expiry of the Contractor's Tender Security.
- 7.6.8 Subject to the provisions of this contract, the Performance Security will be discharged by KPLC and returned to the Contractor not earlier than thirty (30) days following the date of completion of the Contractor's obligations under the contract, including any warranty obligations, under the contract.

7.7 Inspection and Tests

- 7.7.1 KPLC or its representative(s) shall have the right to inspect and/or to test the services to confirm their conformity to the contract specifications. KPLC shall

- notify the Contractor in writing in a timely manner, of the identity of any representative(s) retained for these purposes. Such visit and or inspection/ test shall in no way prejudice KPLC's rights and privileges.
- 7.7.2 In appropriate circumstances, Inspection/ Test Report(s) shall be completed upon conclusion of the inspection/ tests.
- 7.7.3 The inspections and tests may be conducted in the premises of the Contractor or its subcontractor(s). If conducted on the premises of the Contractor or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KPLC.
- 7.7.4 Should any inspected or tested services fail to conform to the specifications, KPLC may reject the Service(s), and the Contractor shall either replace or remedy the rejected services or make alterations necessary to meet specification requirements free of cost to KPLC.
- 7.7.5 KPLC's right to inspect, test and where necessary, reject the services after provision shall in no way be limited or waived by reason of the services having previously been inspected, tested and passed by KPLC or its representative(s)
- prior to the services performance / delivery.
- 7.7.6 For the avoidance of doubt, any acknowledgement by KPLC on the Contractor's or sub-contractor's document shall not be conclusive proof or evidence of satisfactory performance without duly authorized approval by KPLC.
- 7.7.7 Nothing in this clause 7.7 shall in any way release the Contractor from any warranty or other obligations under this Contract.

7.8 Packaging and Labelling

- 7.8.1 Where applicable, the Contractor shall provide such packaging of the material and equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract.
- 7.8.2 The method of packaging, labeling and marking shall comply strictly with such special requirements as shall be specified and attached to the Contract and particular Order.
- 7.8.3 The labelling, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract.
- 7.8.4 The materials and equipment shall be packed in good condition suitable for sea/air/road/rail dispatch. Hazard in transit to the final destination shall include rough handling and storage in tropical conditions.
- 7.8.5 The Contractor shall enclose a packing list in each package and all documents relating to the Order shall show the Tender reference number and name against the items or package indicating the supplier or supplier's agent as the consignee.

7.9 Delivery and Documents for Materials/ Equipment

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

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

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

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

7.10 Insurance

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

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

7.11 Payment

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

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

7.11.3 A Contractor who requests for a Letter of Credit (*hereinafter abbreviated as LC*)–
a) *Shall meet the LC bank charges levied by its bank while KPLC shall meet the LC bank charges levied by its bank.*

- b) *Any extension and or amendment charges and any other costs that may result from the Contractor's delays, requests, mistakes or occasioned howsoever by the Contractor shall be to the Beneficiary's account.*
- c) *The maximum number of extensions and amendments shall be limited to two (2).*
- d) *Notwithstanding sub-clause 7.11.3 (a), should the Contractor require a confirmed LC, then all confirmation and any other related charges levied by both the Contractor's and KPLC's bank shall be to the Beneficiary's account.*
- e) *The LC shall be opened only for the specific Order within the validity period of the contract.*
- f) *LCs shall be partial for partial performance or full for whole performance as per the contract.*
- g) *The Contractor shall be required to submit a proforma invoice for each lot for use in the placement of order and opening of the LC. The proforma invoice shall be on total all-inclusive costs basis.*
- h) *A copy of the Performance Security, stamped and certified as authentic by KPLC, whose expiry date should not be less than sixty (60) days from the LC expiry date, shall form part of the documents to be presented to the Bank before any payment is effected.*

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

7.12 Interest

Interest payment by KPLC is inapplicable in the contract.

7.13 Prices

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

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

7.14 Variation of Contract

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

- a) *the quantity variation of services shall not exceed twenty percent (20%) of the original contract quantity.*

- b) *The cumulative value variation shall not exceed twenty five percent (25%) of the original contract value.*
- c) *the quantity variation must be executed within the period of the contract.*

7.15 Assignment

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

7.16 Subcontracts

- 7.16.1 The Contractor shall notify KPLC in writing of all subcontracts awards under this contract if not already specified in the tender. Such notification, in the original tender or obligation under the Contract shall not relieve the Contractor from any liability or obligation under the Contract.
- 7.16.2 In the event that an award is given and the contract is sub-contracted, the responsibility and onus over the contract shall rest on the Contractor who was awarded.

7.17 Termination of Contract

- 7.17.1 KPLC may, without prejudice to any other remedy for breach of contract, by written notice sent to the Contractor, terminate this contract in whole or in part due to any of the following: -
 - a) *if the Contractor fails to perform any or all of the services within the period(s) specified in the contract, or within any extension thereof granted by KPLC.*
 - b) *if the Contractor fails to perform any other obligation(s) under the contract.*
 - c) *if the Contractor, in the judgment of KPLC has engaged in corrupt or fraudulent practices in competing for or in executing the contract.*
 - d) *by an act of force majeure.*
 - e) *if the Contractor becomes insolvent or bankrupt*
 - f) *if the Contractor has a receiving order issued against it, compounds with its creditors, or an order is made for its winding up (except for the purposes of its amalgamation or reconstruction), or a receiver is appointed over its or any part of its undertaking or assets, or if the Contractor suffers any other analogous action in consequence of debt.*
 - g) *if the Contractor abandons or repudiates the Contract.*
- 7.17.2 In the event that KPLC terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not rendered, and the Contractor shall be liable to KPLC for any excess costs for such similar services and or any other loss PROVIDED that the Contractor shall not be so liable where the termination is for convenience of

KPLC.

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

7.18 Liquidated Damages

Notwithstanding and without prejudice to any other provisions of the contract, if the Contractor fails to perform any or all of the services within the period specified in the contract, KPLC shall, without prejudice to its other remedies under the contract, deduct from the contract prices, liquidated damages sum equivalent to 0.5% of the performance price per day of delay of the delayed due services up to a maximum of ten percent (10%) of the performance price of the delayed due services.

7.19 Warranty

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

7.20 Resolution of Disputes

- 7.20.1 KPLC and the Contractor may make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

7.20.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may resort to resolution before a recognized local forum for the resolution of disputes.

7.21 Language and Law

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

7.22 Waiver

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

7.23 Force Majeure

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

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

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

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

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

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

SECTION VIII – SPECIAL CONDITIONS OF CONTRACT

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

No.	GCC Reference Clause	Particulars of SCC
1.	7.11.1 Terms of Payment	<i>Payment will be in whole after completion of assignment and issuance of final report.</i>
2.	7.19.2 Warranty – Period Of	<i>Not Applicable</i>

SECTION IX - 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, deliver, install and commission (*the latter two where applicable*) (*insert services description*) 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 180 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 Designation of duly authorized person signing the Tender

Stamp or Seal of Tenderer

***NOTES:**

1. KPLC requires a validity period of one hundred and eighty (180) days.
2. This form must be duly signed, stamped and/or sealed.

SECTION X - CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

<p>Part 1 – General</p> <p>Business Name.....</p> <p>Location of business premises.....</p> <p>Plot No.Street/ Road</p> <p>Postal Address Postal Code</p> <p>Tel No.....</p> <p>Facsimile.....</p> <p>Mobile and/ or CDMA No.....</p> <p>E-mail:.....</p> <p>Nature of your business</p> <p>Registration Certificate No.....</p> <p>Maximum value of business which you can handle at any time KSh.....</p> <p>Name of your BankersBranch... ..</p> <p>*Names of Tenderer’s contact person(s)</p> <p>Designation of the Tenderer’s contact person(s)</p> <p>Address, Tel, Fax and E-mail of the Tenderer’s contact person(s)</p> <p>.....</p> <p>.....</p>
--

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

.....

Designation of the duly authorized person.....

Signature of the duly authorized person.....

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

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

SECTION XI A - TENDER 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 (*name of the Tenderer*) (*hereinafter called “the Tenderer”*) has submitted its Tender dated for the supply, installation and commissioning of..... (*please insert KPLC tender no. and name*) (*hereinafter called “the Tender”*);

KNOW ALL PEOPLE by these presents that **WE**.....ofhaving our registered office at.....(*hereinafter called “the Bank”*), are bound unto The Kenya Power and Lighting Company Limited (*hereinafter called “KPLC” which expression shall where the context so admits include its successors-in-title and assigns*) in the sum of for which payment well and truly to be made to the said KPLC, the Bank binds itself, its successors, and assignees by these presents.

We undertake to pay you, upon your first written demand declaring the Tenderer to be in breach of the tender requirements and without cavil or argument, the entire sum of this guarantee being (*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 tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the date below.

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 AUTHORISED REPRESENTATIVE(S)/ ATTORNEY(S)** of the **BANK**

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

 Signature(s) of the duly authorized person(s)

NOTES TO TENDERERS AND BANKS

1. *Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Tender Security to be furnished by the Tenderer. If any are made, the Tender Security shall not be accepted and shall be rejected by KPLC. For the avoidance of doubt, such rejection will be treated as non-submission of the Tender Security where such Security is required in the tender.*
2. *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 three (3) 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 shall be deemed as invalid and the bid rejected.*

3. *The issuing bank should address its response or communication regarding the bond to KPLC at the following e-mail address – “guarantees@kplc.co.ke”*

4. *The Tender validity period is one hundred and eighty (180) days as set out in the Invitation to Tender (at Section I of the Tender document) or as otherwise may be extended by KPLC. Therefore the Tender Security must at all times be valid for at least 30 days beyond the tender validity period.*

**SECTION XI B - TENDER SECURITY FORM (SACCO SOCIETY, DEPOSIT
TAKING MICRO FINANCE INSTITUTIONS, WOMEN ENTERPRISE FUND &
YOUTH ENTERPRISE FUND)**

(To Be Submitted On Institutions 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 Contractor”) has undertaken, in pursuance of your Tender Number.....(*reference number of the Tender*) and its Tender dated(*insert Contractor’s date of Tender taken from the Tender Form*) to supply(*description of the Works*) (hereinafter called “the Contract);

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

AND WHEREAS we have agreed to give the Contractor a Guarantee;

THEREFORE WE HEREBY AFFIRM that we are Guarantors and responsible to you, on behalf of the Contractor, 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 Contractor 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 **INSTITUTION**)

)

thisday) _____

)

) INSTITUTION SEAL

of20....)

in the presence of :-)

)

_____)

)

and in the presence of:-)

)

_____)

OR

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

 Name(s) and Designation of duly authorized representative(s)/ attorney(s) of the **Institution.**

 Signature(s) of the duly authorized person(s)

NOTES TO SUPPLIERS AND INSTITUTIONS

1. *Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Tender Security to be furnished by the Tenderer. If any are made, the Tender Security shall not be accepted and shall be rejected by KPLC. For the avoidance of doubt, such rejection will be treated as non-submission of the Tender Security where such Security is required in the tender.*

2. *It is the responsibility of the Tenderer to sensitize its issuing institution on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed three (3) days from the date of KPLC's query. Should there be no conclusive response by the institution within this period, such Tenderer's Tender Security shall be deemed as invalid and the bid rejected.*

3. *The issuing institution should address its response or communication regarding the Tender Security to KPLC at the following e-mail address – “guarantees@kplc.co.ke”*

4. *The Tender validity period is one hundred and eighty(180) days as set out in the Invitation to Tender (at Section I of the Tender document) or as otherwise may be extended by KPLC. Therefore the Tender Security must at all times be valid for at least 30 days beyond the tender validity period.*

SECTION XI C - TENDER SECURITY – (LETTERS OF CREDIT)

The Mandatory Conditions to be included in the Letters are in two parts, A and B.

Part A

Form of Documentary credit - “Irrevocable Standby”

Applicable rules - “Must be UCP Latest Version” i.e. UCP 600 (2007 REVISION) ICC Publication No. 600.

Place of expiry - At the counters of the advising bank.

The SBLC should be available – “By Payment”

Drafts should be payable at - “SIGHT”

Documents required -

1. Beneficiary’s signed and dated statement demanding for payment under the letter of credit no..... (*Insert LC No.*) as.....(*Name of applicant*) (hereinafter called the “Tenderer”) indicating that the “Tenderer” has defaulted in the obligations of the Tenderer as stated by the Beneficiary.
2. The Original Letter of Credit and all amendments, if any.

Additional Conditions -

1. All charges levied by any bank that is party to this documentary credit are for the account of the applicant.
2. There should be no conditions requiring compliance with the specific regulations or a particular country’s Law and regulations.

Charges - All bank charges are for the account of the applicant.

*Confirmation instructions – (See notes below)

Part B

The proceeds of these Letters are payable to KPLC -

- 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 the Tender Document
- c) if the successful Tenderer fails to furnish the performance security in accordance with the Tender Document.
- d) if the Tenderer fails to extend the validity of the tender security where KPLC has extended the tender validity period in accordance with the Tender Document.

NOTES TO TENDERERS AND BANKS.

1. *Please note that should the Tender Security (LC) omit any of the above conditions the LC shall not be accepted and shall be rejected by KPLC. For the avoidance of doubt, such rejection will be treated as non-submission of the LC where such LC is required in the Tender.*
2. *It is the responsibility of the Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to any queries from KPLC. The period for response shall not three (3) 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 shall be deemed as invalid and the bid rejected.*
3. ***The issuing bank should address its response or communication regarding the bond to KPLC at the following e-mail address – “guarantees@kplc.co.ke”***
4. *The Tender validity period is One hundred and eighty (180) days as set out in the Invitation to Tender (at Section I of the Tender document) or as otherwise may be extended by KPLC. Therefore the Tender Security must at all times be valid for at least 30 days beyond the tender validity period.*
5. *All Guarantees issued by foreign banks must be confirmed by a local bank in Kenya.*

SECTION XIII - DECLARATION FORM

Date _____

To:

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

Ladies and Gentlemen,

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

declare the following: -

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

Yours sincerely,

Name of Tenderer

Signature of duly authorized person signing the Tender

Name and Designation of duly authorized person signing the Tender

Stamp or Seal of Tenderer

SECTION XIV – 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.

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 pursuant to the provisions of the Public Procurement and Asset 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 fourteen (14) 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 Tender Security, Signing of Contract and Performance Security 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 XV – DRAFT LETTER OF NOTIFICATION OF REGRET

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

Date:

Dear Sirs/ Madams,

RE: NOTIFICATION OF REGRET IN RESPECT OF TENDER NO.

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 _____.

However, this notification does not reduce the validity period of your Tender Security. In this regard, we request you to relook at the provisions regarding the Tender Security, Signing of Contract and Performance Security as stated in the Instructions to Tenderers.

You may collect the tender security from our *Legal Department (Guarantees Section)*, on the 2nd Floor, Stima Plaza, Kolobot Road, Parklands, Nairobi only after expiry of twenty five (25) days from the date hereof on Mondays and Wednesdays ONLY between 9.00 a.m. to 12.30 pm and 2.00p.m to 4.00p.m.

It is expected that by that time KPLC and the successful bidder will have entered into a contract pursuant to the Public Procurement and Asset Disposal Act, 2015 *(or as may be amended from time to time or replaced)*. When collecting the Security, you will be required to produce the original or certified copy of this letter.

We thank you for the interest shown in participating in this tender and wish you well in all your future endeavors.

Yours faithfully,

FOR: THE KENYA POWER & LIGHTING COMPANY LIMITED

GENERAL MANAGER, SUPPLY CHAIN

SECTION XVI - 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

..... (*Contractor’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/Physical Address(*full address physical and postal of Contractor*) in the Republic aforesaid, (*hereinafter referred to as the “Contractor”*) of the other part;

WHEREAS KPLC invited tenders for certain services, that is to say for (*KPLC Supply Chain – Procurement Department insert description of services*) under Tender Number..... (*KPLC Supply Chain – Procurement Department insert tender number*)

AND WHEREAS KPLC has accepted the Tender by the Contractor for the services in the sum of(*KPLC Supply Chain – Procurement Department 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 "*Contractor*" the covenants, agreements obligations expressed to be made or performed by the Contractor 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 "*Contractor*" any act default or omission by the Contractor 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 Contractor as hereinbefore mentioned, the Contractor 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 Contractor 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 Contractor and each shall be read and construed as an integral part of the Contract:
- - a) this Contract Agreement
 - b) the Special Conditions of Contract as per the Tender Document
 - c) the General Conditions of Contract as per the Tender Document
 - d) the Price Schedules submitted by the Contractor and agreed upon with KPLC.
 - e) the Details of Service as per KPLC's Tender Document
 - f) the Schedule of Requirements
 - g) KPLC's Notification of Award dated.....
 - h) the Tender Form signed by the Contractor
 - i) the Declaration Form signed by the Contractor/ successful Tenderer
 - j) the Warranty
 - h) project implementation schedule

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 Contractor.
 - b) Issuance of the Performance Bond/Security by the Contractor and confirmation of its authenticity by KPLC.
 - c) Issuance of the Official Order by KPLC to the Contractor.
 - d) Where applicable, Opening of the Letter of Credit by KPLC.
8. The period of contract validity shall begin from the Commencement date and end on either -
 - a) sixty (60) days after the last date of the agreed performance schedule, or,
 - b) where a Letter of Credit is adopted as a method of payment, sixty (60) days after the expiry date of the Letter of Credit or the expiry date of the last of any such opened Letter of Credit whichever is later.Provided that the expiry period of the Warranty shall be as prescribed and further provided that the Warranty shall survive the expiry of the contract.
9. It shall be the responsibility of the Contractor to ensure that its Performance Security is valid at all times during the period of contract validity and further is in the full amount as contracted.
10. 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.
11. 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.
12. 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.

13. 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 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 two (2) days after such receipt by the courier service for Local Suppliers and five (5) days for Foreign Suppliers.

14. For the purposes of Notices, the address of KPLC shall be Company Secretary, The Kenya Power & Lighting Company Limited, 7th Floor, Stima Plaza, Kolobot Road, Post Office Box Number 30099-00100, Nairobi, Kenya. The address for the Contractor shall be the Contractor'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**

MANAGING DIRECTOR & CEO

and in the presence of:-

COMPANY SECRETARY

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

DIRECTOR

Affix Contractor's Seal here

DIRECTOR'S FULL NAMES

and in the presence of:-

DIRECTOR/ COMPANY SECRETARY

DIRECTOR/ COMPANY SECRETARY'S FULL NAMES

DRAWN BY: -

Awuor Owiti,

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

SECTION XVII A - 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 Supplier”) has undertaken, in pursuance of your Tender Number.....(*reference number of the Tender*) and its Tender dated(*insert Supplier’s date of Tender taken from the Tender Form*) to supply(*description of the goods*) (hereinafter called “the Contract);

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

AND WHEREAS we have agreed to give the Supplier a guarantee;

THEREFORE WE HEREBY AFFIRM that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total sum of..... (*amount of the guarantee in words and figures*) and we undertake to pay you, upon your first written demand declaring the Supplier 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 AUTHORISED**
REPRESENTATIVE(S)/ ATTORNEY(S) of
 the **BANK**

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

 Signature(s) of the duly authorized person(s)

NOTES TO SUPPLIERS 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/ Supplier. 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 Supplier 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 Supplier’s Performance Security may be deemed as invalid and the Contract nullified.*

3. *The issuing Bank should address its response or communication regarding the bond to KPLC at the following e-mail address – “guarantees@kplc.co.ke”*

SECTION XVII B - PERFORMANCE SECURITY (LC)

Mandatory Conditions that should appear on the Performance Security (LC).

Form of Documentary credit - “Irrevocable Standby”

Applicable rules - “Must be UCP Latest Version” i.e. UCP 600 (2007 REVISION) ICC Publication No. 600.

Place of expiry - At the counters of the advising bank.

The SBLC should be available – “By Payment”

Drafts should be payable at - “SIGHT”

Documents required -

1. Beneficiary’s signed and dated statement demanding for payment under the letter of credit no..... *(Insert LC No.)* as.....*(Name of Applicant)* (hereinafter called the “Supplier”) indicating that the “Supplier” has defaulted in the performance and adherence to and performance of the contract between the Beneficiary and the Supplier.
2. The Original Letter of Credit and all amendments, if any.

Additional Conditions -

1. All charges levied by any bank that is party to this documentary credit are for the account of the Applicant.
2. (Include) that there should be no conditions requiring compliance with the specific regulations or a particular country’s laws and regulations.

Charges - All bank charges are for the account of the Applicant.

Confirmation instructions – (See notes below)

NOTES TO SUPPLIERS AND BANKS

1. *Please note that should the Performance Security (LC) omit any of the above conditions the LC shall not be accepted and shall be rejected by KPLC. For the avoidance of doubt, such rejection will be treated as non-submission of the LC where such LC is required in the tender and Contract.*
2. *KPLC may seek authentication of the Performance Security (LC) from the issuing bank. It is the responsibility of the Supplier to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed three (3) days from the date of KPLC’s query. Should*

there be no conclusive response by the Bank within this period, such Supplier's Performance Security (LC) may be deemed as invalid and the Contract nullified.

- 3. *The issuing bank should address its response or communication regarding the bond to KPLC at the following e-mail address – “guarantees@kplc.co.ke”***
- 4. *All Guarantees issued by foreign banks must be confirmed by a local bank in Kenya.***

SECTION XIX - PREVIOUS EXPERIENCE WITH SIMILAR WORK

(INFORMATION TO BE PROVIDED BY THE TENDERER)

As required by Section 3.13.3(d) of the Instructions To Tenderers, following is a list of work that the Tenderer has previously performed which is similar to that described in the Request for Proposal:

No.	Description	Customer Name & Contacts	Date of Supply

SECTION XX - SUPPLIER EVALUATION FORM

(This form is for information only and not to be filled in by any bidder. It is for official use by KPLC to evaluate performance of Suppliers during the contract period)

Name of Firm.....Date.....

Category of Product/Service (e.g. Conductors

Period of evaluation.....

1. COST OF SERVICE/PRODUCT					Supplier Score	Procurement Score	User Score	Comments	Totals
	Rating guidelines								
	Did the vendor assist in or advice on ways of reducing the costs?	YES:4	PARTIALLY: 2	NO: 0					10
	How closely did your final costs correspond to your expectation at the beginning of the project/tender?	YES:2	PARTIALLY: 1	NO: 0					10.00%
	Did the company stick to the agreed transaction/contract rates?	YES:4	PARTIALLY: 2	NO: 0					
									Totals
2.ON TIME DELIVERY OF PRODUCT OR SERVICE									
	Did the vendor perform work in compliance with contract terms and agreements?	YES:6	PARTIALLY: 3	NO: 0					10
	Was the vendor prompt and effective in correction of situations and conditions?	YES:2	PARTIALLY: 1	NO: 0					10.00%
	Are you able to track service level agreements and determine duration of incidents from the vendor?	YES:2	PARTIALLY: 1	NO: 0					
3. FLEXIBILITY TO RESPOND TO UNEXPECTED DEMAND OF SERVICE	Rating guidelines								Totals
	Was the vendor willing to change their product/service on special needs?	YES:6	PARTIALLY: 3	NO: 0					6
									6.00%
4. QUALITY	Rating guidelines								Totals
	When performing their duties, was there - rework or returns caused by non-conformance to quality?	NO:6	PARTIALLY: 3	YES: 0					14
	Was the quality of service delivered equal to KPLC minimum requirements?	YES:8	PARTIALLY: 4	NO:0					14.00%
5.RESPONSIVENESS	Rating guidelines								Totals
	Was the vendor well responsive to information requests, issues, or problems that arose in the course of service?	YES:2	PARTIALLY: 1	NO: 0					14
	Was the vendor open to feedback on low quality of service levels and willing to act on this?	YES:6	PARTIALLY: 3	NO: 0					14.00%
	Is it easy to reach staff members of suppliers in case of a request or query? (are communication channels clear?)	YES:6	PARTIALLY: 3	NO: 0					
6. CUSTOMER SUPPORT	Rating guidelines								Totals
	Did the vendor offer effective customer support?	YES:10	PARTIALLY: 4	NO: 0					18

	In case of reported problems/issues, were there follow ups by the vendor to ensure the problem is fully resolved during support?	YES:8	PARTIALLY: 4	NO: 0					18.00%
7. COMMUNICATION SKILLS	Rating guidelines								Totals
	Are you satisfied with the attitude, courtesy, and professionalism of this vendor's staff? Written or spoken?	YES:2	PARTIALLY: 1	NO: 0					6
	Are the vendor's staff well equipped and skilled in handling requests / issues? Are you rotated too much among staff on an issue?	YES:4	PARTIALLY: 2	NO: 0					6.00%
8. DOCUMENTATION AND ACCOUNTING	Rating guidelines								Totals
	Are you satisfied with how the Vendor presents documentation (invoices & licenses etc.) when required to do so, to necessitate finalization of contract renewals and payments?	YES:6	PARTIALLY: 3	NO: 0					10
	Was problem documentation (incident reports) presented promptly by the vendor and was it complete?	YES:4	PARTIALLY: 2	NO: 0					10.00%
9. VALUE ADD	Rating guidelines								Totals
	Did the vendor go over and above in optimizing service delivery process for effective services delivery?	YES:6	PARTIALLY: 3	NO: 0					12
	Did the vendor go over and above and offer training or knowledge to assist with better systems support?	YES:6	PARTIALLY: 3	NO: 0					12.00%
									Totals Score:
Totals									100.0
Maximum Score									100.00%
VENDOR'S TOTAL SCORE									
VENDOR'S PERCENTAGE SCORE									
ISSUES FOR FOLLOW UP -									
Evaluation Done by:	Name	Department	Date						
Checked/Validated by									

Score in Percentage %

PERFORMANCE LEVEL DEFINATION;

- ≥75% - KP1 GREEN
- 50% - KP2 AMBER
- 25% - KP3 YELLOW
- ≥25% - KP4 RED

RATING: 75% - V Good, 50% - Good, 25% - Fair, Below 25% - Poor

RECOMMENDATION

		Status	Tick as appropriate
1	Grant supplier preferred status	KP1	
2	Work with supplier or develop and improve supplier	KP2 & KP3	
3	Abandon / switch suppliers	KP4	

Name:.....Sign:.....Date:.....

Name:.....Sign:.....Date:.....

Name:.....Sign:.....Date:.....

SECTION XI - THE DETAILS OF SERVICES

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

PART A - 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. The Contractor shall submit a Commentary on the Details of Service as well as Commentary of Compliance to the Details of Service. In submitting the Commentaries the Firm and or Manufacturers/ Principals should provide cross-references to the documents submitted.
4. The Commentaries shall be in table form, and shall cover in detail, all clauses of the Detail(s).
5. 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.
6. Where Certificates and their Reports and are translated into English, all pages of the translations must be signed and stamped by the certifying authority.
7. The Manufacturer's/ Principal's Declaration of Conformity to reference standards and copies of quality management certifications including valid and current ISO certifications shall be submitted for evaluation.
8. In all cases where the level of galvanizing and painting is not specifically stated in the Details, the general requirement shall be for a uniform coating of thickness not less than 80 microns.

9. Contractors are required to provide information on proper representative(s) and or workshop for back-up service and or repair and maintenance including their names, telephone, facsimile, e-mail, physical and postal addresses, along with their offers.

PART B – SPECIFIC DETAILS OF SERVICE (SDS)

The Specific Details of Service are as attached on the next page.

**(KPLC Supply Chain – Procurement Department to obtain from the user department and attach to the Tender Document the Technical Specifications. The User Department must state each and every item of the Specifications and indicate which items are mandatory and which ones are not.)*

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 TENDERERS ON WORKPLAN AND METHODOLOGY

1. Reports and Time Schedules
 - 1.1 KPLC may enter into discussion and agreement with the successful Tenderer on the approach and action plans to realize the basic objective of the Tender and contract. The Tenderer should therefore provide its detailed proposals on this, given that the assignment is to be completed within a 2 (two) month period.
2. The Reports and Documents required will in the main include:-
 - a) Detailed workplan and team composition,
 - b) Inception Report
 - b) Interim Progress Report
 - i) First Status Report
 - ii) Second Status Report
 - c) Draft Report
 - d) Final Report

The project should be completed within 60 Days (two months) with the following key milestones:-

- Fortnightly briefing should be made on the progress of the Review.
- Inception report should be submitted within 15 (fifteen) days of commencement
- A final report to be submitted within 15 (fifteen) days after completion of the assignment.

4. Any Reports requested by KPLC shall be presented in three hard copies and one soft copy.

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

Full name of Team Member: _____ Position in firm _____

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

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

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

[Signature of Team Member] Date: _____
Day/Month/Year

Yours sincerely,

Full name of Tenderer

Signature of duly authorized person signing the Tender

Name and Capacity of duly authorized person signing the Tender

Stamp of the Tenderer