



# Kenya Power

## **TENDER NO. KP1/9AA-2/OT/84/ICT/16-17 FOR PROVISION OF CARD PAYMENT SOLUTION FOR KENYA POWER**

DATE OF TENDER DOCUMENT: JUNE, 2017

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

TENDER DOCUMENT FOR SERVICES

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**SECTION I - INVITATION TO TENDER****JUNE, 2017****TENDER NO. KP1/9AA-2/OT/84/ICT/16-17 FOR PROVISION OF CARD PAYMENTS SOLUTIONS SERVICES**

1.1 The Kenya Power & Lighting Company Limited hereinafter referred to KPLC invites bids from eligible Tenderers for the provision of Card Acquirer Services Contract. Interested eligible Tenderers may obtain further information from the General Manager- Supply Chain, The Kenya Power & Lighting Company Ltd at Stima Plaza, 3<sup>rd</sup> Floor, Kolobot Road, P.O. Box 30099 – 00100 Nairobi, Kenya.

**1.2 Obtaining tender documents.**

1.2.1 Tender documents detailing the requirements may be obtained from the KPLC E-Procurement Portal beginning on **21<sup>st</sup> June, 2017**

**1.2.2** Prospective bidders may also download the tender document from KPLC's website ([www.kplc.co.ke](http://www.kplc.co.ke)) free of charge.

**1.3 Submission of Tender documents**

Completed Tenders are to **be saved as PDF** documents marked

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so as to be received on or before 13<sup>th</sup> July, 2017 at Time 10.00 AM.

1.4 Prices quoted should be net inclusive of all taxes and delivery (where applicable) must be in Kenya Shillings for local bidders and shall remain valid for one hundred and twenty (120) days from the closing date of the tender.

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

**1.4 Prices**

Prices quoted should be inclusive of all taxes and delivery costs to the required site (where applicable) and must be in Kenya Shillings or a freely convertible

**1.5 Opening of submitted Tenders**

**1.6 Pre-bid meeting**

There will be a pre-bid meeting on Thursday, 29<sup>th</sup> June, 2017 KPLC Auditorium at Stima Plaza, Kolobot Road, Parklands, Nairobi. at 10.00 am -Pre-bid meeting is mandatory.

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

**SECTION II - TENDER SUBMISSION CHECKLIST**

**Tender Submission Format**

**Bidders are advised to clearly label their documents while uploading on the portal.**

<b>No.</b>	<b>Item</b>	<b>Tick Where Provided</b>
<b>1</b>	Tender Security – Bank Guarantee or Letters of Credit (issued by Banks Licensed by the Central Bank of Kenya), Guarantee by a deposit taking Microfinance Institution, Sacco Society, the Youth Enterprise Development Fund or the Women Enterprise Fund.	
<b>2</b>	Declaration Form	
<b>3</b>	Duly completed Tender Form	
<b>4</b>	Certificate of Confirmation of Directors and Shareholding (C.R.12) for registered companies and if not a registered company a business name for those trading as a sole proprietor or a partnership registered under the Kenyan law or equivalent certification for foreign tenderers	
<b>5*</b>	Copy of PIN Certificate	
<b>6*</b>	Copy of Valid Tax Compliance Certificate	
<b>7</b>	Confidential Business Questionnaire (CBQ)	
<b>8*</b>	Certificate of Confirmation of Directors and Shareholding (C.R. 12) or equivalent (for foreign tenderers)	
<b>9</b>	Proof of Association to a Global payments technology company with established global financial services brand. (Applicable to Card Acquirers only.)	
<b>10</b>	Proof of certification of PCI-DSS certification for Card payments management system.	
<b>11</b>	Principals Authorization for software and equipment and warranty where applicable.	
<b>12</b>	Names with full contact as well as physical addresses of previous customers of similar goods and reference letters from at least three (3) previous customers	
<b>13</b>	Statement on Deviations	
<b>14</b>	Price Schedule(s)	
<b>15</b>	Schedule of requirements duly filled indicating services offered	
<b>16</b>	Audited Financial Statements. The audited financial statements required must be those that are reported within eighteen (18) calendar months of the date of the tender document.	

	(For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they should submit certified copies of bank statements covering a period of at least six months prior to the date of the tender document. The copies should be certified by the Bank issuing the statements. The certification should be original).	
<b>17</b>	Any other document or item required by the Tender Document. (The Tenderer shall specify such other documents or items it has submitted)	

**\*NOTES TO TENDERERS**

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. Foreign Tenderers must provide equivalent documents from their country of origin as regards Tax Compliance and PIN certificates OR statements certifying that the equivalent documentation is not issued in the Tenderer's country of origin. The Statement(s) that equivalent documentation is not issued by the Tenderer's country should be original and issued by the Tax authorities in the Tenderer's country of origin.

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

#### **3.1 Definitions**

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

- a) *Any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made there-under.*
- b) *“Date of Tender Document” shall 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 "authorised 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*
- o) *Manufacturer's Warranty*
- 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*
  - 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.
- 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 3<sup>rd</sup> Floor, Procurement entrance on or before the opening date and time and receipt acknowledged by KPLC evidenced by a stamped copy.***
- 3.17.2 The tender security shall be either one or a combination of the following: -
- a) an original Bank Guarantee that is strictly in the form and content as prescribed in the Tender Security Form (Bank Guarantee) in the Tender Document.
  - b) For Local bidders, Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC shall be prepaid/borne by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.
  - c) For Foreign bidders, Standby Letters of Credit (LC) confirmed by a bank in Kenya. All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid/borne by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.

- d) An original Guarantee by a deposit taking Microfinance Institution, Sacco Society, Youth Enterprise Development Fund or the Women Enterprise Fund, that is strictly in the form and content as prescribed in the Tender Security Form
- 3.17.3 The tender security is required to protect KPLC against the risk of the Tenderer's conduct which would warrant the security's forfeiture pursuant to paragraph 3.17.10.
- 3.17.4 The Tender Security shall be denominated in Kenya Shillings or in another freely convertible currency in Kenya. A Tender Security in form of a Bank Guarantee or a Standby Letter of Credit issued on behalf of local bidders, should be from a commercial bank licensed by the Central Bank of Kenya. A Tender Security in form of a Standby Letter of Credit issued on behalf of foreign bidders by foreign banks, should be confirmed by a commercial bank licensed by the Central Bank of Kenya.
- 3.17.5 The Tender Security shall be valid for thirty (30) days beyond the validity of the tender.
- 3.17.6 KPLC shall seek authentication of the Tender Security from the issuing bank. It is the responsibility of the Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed five (5) days from the date of KPLC's query. Should there be no conclusive response by the bank within this period, such Tenderer's Tender Security may be deemed as invalid and the bid rejected.
- 3.17.7 Any Tender not secured in accordance with this paragraph will be rejected by KPLC as non-responsive, pursuant to paragraph 3.26.
- 3.17.8 The unsuccessful Tenderer's Tender Security will be released as promptly as possible, in any of the following circumstances: -
- a) *the procurement proceedings are terminated*
  - b) *KPLC determines that none of the submitted Tenders is responsive*
  - c) *a contract for the procurement is entered into.*
- 3.17.9 The successful Tenderer's Tender Security will be released upon the successful Tenderer's signing the contract, pursuant to paragraph 3.39 and furnishing an authentic Performance Security, pursuant to paragraph 3.40.
- 3.17.10 The Tender Security shall be forfeited –

- a) *if the Tenderer withdraws its Tender after the deadline for submitting Tenders but before the expiry of the period during which the Tenders must remain valid*
- b) *if the Tenderer fails to enter into a written contract in accordance with paragraph 3.39*
- c) *if the successful Tenderer fails to furnish the performance security in accordance with paragraph 3.40*
- d) *if the Tenderer fails to extend the validity of the tender security where KPLC has extended the tender validity period in accordance with paragraph 3.18.*

### **3.18 Validity of Tenders**

- 3.18.1 Tenders shall remain valid for one Twenty (120) days after the date of tender opening as specified in the Invitation to Tender or as otherwise may be prescribed by KPLC, pursuant to paragraph 3.23. 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 shall 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 initialled 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 initialled 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.
- 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.
- 3.30.4 In the evaluation of tenders, exclusive preference shall firstly be given to citizen contractors where the amount of the tender as evaluated is below Ksh. 500 Million in respect of works, goods and services.
- 3.30.5 Where a person is entitled to more than one preference scheme, the scheme with the highest advantage to the person shall be applied.
- 3.30.6 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 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.	<b>3.2.1 Eligible Tenderers</b>	<i>Open Tender.</i>
2.	<b>3.9 (e) Documents Comprising the Tender – List of Previous Customers</b>	<i>The Tenderer shall submit at least two (2) names with full contact as well as physical addresses of previous customers of similar services.</i>
3.	<b>3.13.2 (a) Manufacturer’s / Principal’s Authorization</b>	<i>Required on Card payment solution tender for related equipment.</i>
4.	<b>3.13.2 (b) Documentary evidence of financial capability</b>	<i>The audited financial statements required must be those that are reported within eighteen (18) calendar months of the date of the tender document. (For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they should submit certified copies of bank statements covering a period of at least six months prior to the date of the tender document. The copies should be certified by the Bank issuing the statements. The certification should be original).</i>
5.	<b>3.13.2 (c) and (d) Documents of evidence of eligibility</b>	<ol style="list-style-type: none"> <li data-bbox="760 1352 1474 1488">1. <i>Proof of association with reputable Global payment technology company with an established Global Financial services Brand.</i></li> <li data-bbox="760 1514 1474 1591">2. <i>Proof of Certification of PCI-DSS certification for Card Payments Management System.</i></li> <li data-bbox="760 1602 1474 1734">3. <i>Card Payment Platform provider and Card Acquirer must provide proof of association with each other.</i></li> </ol>
6.	<b>3.13.2 (e) Tenderer’s membership of a recognized or accredited institution.</b>	<i>Required</i>

7.	<b>3.14.2 (a) Catalogues, Brochures, Manufacturer's/ Principal's Drawings</b>	<i>Required</i>
8.	<b>3.16.2 Warranty – Period of</b>	<i>N/A</i>
9.	<b>3.17.1 Tender Security</b>	<i>Tender security of Kshs.300,000/-</i>
10.	<b>3.36.2 Mode of Award of Contract</b>	<i>To the lowest compliant bidder on one whole.</i>

**SECTION IV - SCHEDULE OF REQUIREMENTS**

**Background and Scope of Works (SLA)**

***Part A - Brief Schedule Of Services/Items Required***

***i) Card Payment Infrastructure Provider***

#	ITEM	UNIT OF MEASURE	QTY
1	ANDROID POS & CARD READERS	PC	115
2	CARD/DEBIT CARD & ONLINE PAYMENT SYSTEM INTEGRATION TO INCMS	LOT	1
3	TRAINING	PERSONS	20
4	ANNUAL MAINTENANCE & SUPPORT SERVICES	LOT	1

***ii) Card Payment Acquirer***

<b><u>TRANSACTION TYPE</u></b>
CARD PRESENT
CARD NOT PRESENT

*Part B - Brief Schedule of Service delivery**i. Card payment processing solution.**1. This is a three years contract.***NB**

a) You may also provide additional narratives, if necessary for clarity.

b) Key

*ii. Card Acquirer Services***1.** *This is a three years contract.*

<b><u>TRANSACTION TYPE</u></b>	<b><u>% OF COLLECTION</u></b>
CARD PRESENT	50%
CARD NOT PRESENT (online)	50%
LOCAL CARDS	80%
NON-LOCAL CARDS	20%

**NB**

**2.** You may also provide additional narratives, if necessary for clarity.

**3.** Key

**Card Present-**Transactions where Cards are swiped and PIN inserted to verify the transactions.

**Card not Present-** Transactions through web portal, mobile application and self-care kiosks where the cards are not present and details are provided.

**Local Cards** are issued by Card Issuers within the republic of Kenya.

**Non-Local Cards** are issued by Card Issuers outside the Republic of Kenya.

**SECTION V - PRICE SCHEDULE FOR SERVICES**

**TABLE 2- PRICE SCHEDULE FOR CARD PAYMENTS PROCESSING SOLUTION**

*i. Card payment processing platform*

**Xxxxxxxx**

#	ITEM	UNIT OF MEASURE	QTY	UNIT PRICE VAT EXCL.	UNIT PRICE VAT INCL.	TOTAL PRICE VAT INCL.
1	ANDROID POS & CARD READERS	PC	115			
2	CARD/DEBIT CARD & ONLINE PAYMENT SYSTEM INTEGRATION TO INCMS		1			
3	TRAINING	PERSONS	20			
4	ANNUAL MAINTENANCE & SUPPORT SERVICES		1			

*ii. Card Acquirer Services*

**Please complete the table below accordingly**

<b><u>TRANSACTION TYPE</u></b>	<b><u>Kshs.(APPLICABLE TAXES INCLUSIVE)</u></b>
CARD PRESENT	
CARD NOT PRESENT	
LOCAL CARDS	
NON-LOCAL CARDS	
SET UP/INSTALLATION CHARGES	

\*KPLC reserves the right to counter offer the rates for the aforementioned services.

\*KPLC reserves the right to counter offer the card payment processing platform prevailing agency rates for the postpaid collections and prepaid vending services.

**NB**

**1. Provision of services will be based on the following: -**

- Transaction price will be on a % basis for transactions between Kshs. 0 to Kshs. 999,999.00.

- Set up/Installation costs are assumed to be one off expenditure relating to the connectivity between KPLC payment solution and Tenderer Card processing system.
- 2. Prices quoted should be inclusive of all, VAT and other taxes payable.**
  - 3. The price quoted shall be applicable to all cards transaction types**
  - 4. The technically compliant bidder with the lowest price per transaction will be awarded. KPLC reserves the right to award the tender.**



## SECTION VI - EVALUATION CRITERIA

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

**6.1 Part 1 - Preliminary Evaluation Under Paragraph 3.28 of the ITT.** These are mandatory requirements. This shall include confirmation of the following: -

6.1.1 *Submission of Tender Security - Checking its validity, whether it is Original; 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).*

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) *Company or Firm's Registration Certificate*
- b) *PIN Certificate.*
- c) *Valid Tax Compliance Certificate.*

6.1.5 *That the Tender is valid for the period required.*

6.1.6 *Submission and considering the Confidential Business Questionnaire:-*

- a) *Is fully filled.*
- b) *That details correspond to the related information in the bid.*
- c) *That the Tenderer is not ineligible as per paragraph 3.2 of the ITT.*

6.1.7 *Tender Document, submission of the following-*

a). *Proof of association with reputable Global payment technology company with an established Global Financial services Brand.*

b). Proof of Certification of PCI-DSS certification for Card Payments Management System.

- a) *Commentary of Compliance to the Details of Service*
- c) *Certificate of Confirmation of Directors and Shareholding (C.R. 12) or equivalent (for foreign tenderers)*

6.1.8 *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.*

6.1.9 *Notwithstanding the above, considering any outstanding orders/Supplier Performance Review Scheme (SPRS) 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 Scored Technical Evaluation

The evaluation will be based on the responsiveness to the tender requirements, applying the general evaluation criteria attached below which has a pass mark of 70%.

#### Card Payment Solution

NO	ITEM	DESCRIPTION	MAX. Points
1	Qualifications and Experience of the Cash Acquisition Service provider.	<p><b><u>Cash Acquisition Service Provider</u></b></p> <p>i) Firm must demonstrate experience in similar business for at least 2 years. (Attach documentary evidence. Include 5 reference letters from clients you have worked with) – <i>Maximum 20 Marks</i></p> <ul style="list-style-type: none"> <li>• <i>Less than One (1) years (0 marks)</i></li> <li>• <i>Two (2) years to less than Three (3) years (5 marks)</i></li> <li>• <i>Four (4) years to less than Five (5) years (5 marks)</i></li> <li>• <i>Five (5) years and above (10 marks)</i></li> <li>• <i>Three Client's reference letters (3 marks)</i></li> <li>• <i>Four Client reference letters (4 marks)</i></li> <li>• <i>Five Client's reference letters (5 marks)</i></li> </ul> <p>ii) <b>Volume of Business covering key clients:</b> Firm must demonstrate the scope of business handled is at least Kshs. 500 Million annually. (Attach documentary evidence) – <i>Maximum 20 Marks</i></p> <ul style="list-style-type: none"> <li>• <i>Volume of business -Financial turnover above</i></li> </ul>	35

NO	ITEM	DESCRIPTION	MAX. Points
		<p><i>Ksh 500 Million annually (10 Marks)</i></p> <ul style="list-style-type: none"> <li>• <i>Contracts signed annually (at least Four contracts) -(5 Marks)</i></li> <li>• <i>Number of client organizations working with the firm (at least more than 10 firms) -(5 Marks.)</i></li> </ul>	
2	Financial Capability	<p><b>a) Classified as Tier I bank in Kenya</b></p>	<b>35</b>
3	Proof of service & system capability.	<p><b>(a) System Requirements (20 marks)</b></p> <ul style="list-style-type: none"> <li>i. Operating system (2 marks)</li> <li>ii. Connectivity (1 marks)</li> <li>iii. Mobility (1 marks)</li> <li>iv. Scalability (2 marks)</li> <li>v. Security Standards (4 marks)</li> <li>vi. Fraud Detection and Management system (10 marks)</li> </ul> <p><b>(b) Customer Contact (10 marks)</b></p> <ul style="list-style-type: none"> <li>i. 24 Hour Call center (5 marks)</li> <li>ii. Transaction Visibility (5 Marks)</li> </ul> <p><i>Bidders shall be required to provide documentary evidence for the above in form of maintenance contracts, copies of valid certificates, and, Summary forms of the same will not be admissible.</i></p>	<b>30</b>
	<b>Total Score</b>		<b>100</b>

Only tenders who will have attained a threshold score of 70% in the Technical evaluation stage will proceed to the next stage of Detailed Technical Evaluation.

### **6.2.2 Detailed Technical Evaluation as per section XXI Part B**

Compliance to the detailed technical specifications provided will be determined and compliance and non-compliances will be noted. Only compliant tenders will be allowed to proceed to the financial evaluation stage.

### **6.3 Part III – Financial Evaluation Criteria under Paragraph 3.31 of the ITT. These are mandatory requirements.**

6.3.1 This will include the following: -

- a) *Confirmation of the authenticity and sufficiency of the submitted Tender Security.*
- b) *Confirmation of and considering Price Schedule duly completed and signed.*
- c) *Checking that the Tenderer has quoted prices based on all costs including duties and taxes*
- d)\* *Checking submission of audited financial statements required which must be those that are reported within eighteen (18) calendar months of the date of the tender document.*
- e) *Conducting a financial comparison, including conversion of tender currencies into one common currency,*
- f) *Taking into account the cost of any deviation(s) from the tender requirements,*
- g) *Considering information submitted in the Confidential Business Questionnaire against other information in the bid including:-*
  - a) *Declared maximum value of business*
  - b) *Shareholding and citizenship for preferences where applicable.*
- h) *Apply Exclusive margin of preference, where applicable as per Clause 3.32 of the tender document*

6.3.2 Confirming the following: -

*6.3.2.1 that the Supplier's offered Delivery Schedule meets KPLC's requirements.*

*6.3.2.2 that the Supplier's offered Terms of Payment meets KPLC's requirements.*

6.4 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 prevailing 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.

**TABLE OF CLAUSES ON GENERAL CONDITIONS OF CONTRACT**

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## **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.

## **7.7 Performance Security**

7.7.1 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.

7.7.2 The Performance Security shall be issued by a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya.

7.7.3 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.

7.7.4 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.

7.7.5 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.

7.7.6 The Performance Security shall be valid for a minimum of sixty (60) days after satisfactory delivery for both Foreign and Local Contractors.

7.7.7 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.

- 7.7.8 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.

## **7.8 Inspection and Tests**

- 7.8.1 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.
- 7.8.2 In appropriate circumstances, Inspection/ Test Report(s) shall be completed upon conclusion of the inspection/ tests.
- 7.8.3 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.
- 7.8.4 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.
- 7.8.5 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.
- 7.8.6 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.
- 7.8.7 Nothing in this clause 7.8 shall in any way release the Contractor from any warranty or other obligations under this Contract.

## **7.9 Packaging and Labelling**

- 7.9.1 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.
- 7.9.2 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.

- 7.9.3 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.
- 7.9.4 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.
- 7.9.5 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.

#### **7.10 Delivery and Documents for Materials/ Equipment**

- 7.10.1 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.
- 7.10.2 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*
- 7.10.3 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.

#### **7.11 Insurance**

- 7.11.1 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.
- 7.11.2 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.

#### **7.12 Payment**

- 7.12.1 Payments shall be made promptly by KPLC and shall not be less than thirty (30) days from completion of satisfactory performance and submission of invoice

- together with other required and related documents or as otherwise prescribed in the contract.
- 7.12.2 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.
- 7.12.3 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 7.12.3 (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.*
- 7.12.4 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.

### **7.13 Interest**

Interest payment by KPLC is inapplicable in the contract.

**7.14 Prices**

- 7.14.1 Subject to clause 7.15 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.
- 7.14.2 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.

**7.15 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.*

**7.16 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.

**7.17 Subcontracts**

- 7.17.1 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.
- 7.17.2 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.

**7.18 Termination of Contract**

- 7.18.1 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.*

7.18.2 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.

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

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

## **7.19 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.

## **7.20 Warranty**

7.20.1 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.

- 7.20.2 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.
- 7.20.3 KPLC shall promptly notify the Contractor in writing of any claims arising under this Warranty.
- 7.20.4 Upon receipt of such a notice, the Contractor shall, with all reasonable speed, remedy the defective services without cost to KPLC.
- 7.20.5 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.

## **7.21 Resolution of Disputes**

- 7.21.1 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.
- 7.21.2 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.

## **7.22 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.

## **7.23 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.

## **7.24 Force Majeure**

- 7.24.1 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.*
- 7.24.2 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.
- 7.24.3 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.
- 7.24.4 Upon the occurrence of any circumstances of *force majeure*, the Contractor shall endeavour 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.
- 7.24.5 If the Contractor incurs additional costs in complying with KPLC's directions under sub clause 7.24.4, then notwithstanding the provisions of the contract, the amount thereof shall be agreed upon with KPLC and added to the contract price.
- 7.24.6 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.

<b>No.</b>	<b>GCC Reference Clause</b>	<b>Particulars of SCC</b>
1.	<b>7.11.1 Terms of Payment</b>	<i>Within 30 days upon delivery and presenting the required documents.</i>
2.	<b>7.19.2 Warranty – Period Of</b>	N/A

**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 provide ..... (*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.....days (**Tenderer please indicate validity of your Tender**) from the date fixed for tender opening as per the Tender Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall not constitute a contract, between us. The contract shall be formed between us when both parties duly sign the written contract.
6. We understand that you are not bound to accept any Tender you may receive.

Yours sincerely,

---

Name of Tenderer

---

Signature of duly authorised person signing the Tender

---

Name and Designation of duly authorised person signing the Tender

---

Stamp or Seal of Tenderer

**\*NOTES:**

1. KPLC requires a validity period of at least ninety (90) 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.

**Part 1 – General**

Business Name.....

Location of business premises.....

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

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

Tel No.....

Facsimile.....

Mobile and/ or CDMA No.....

E-mail:.....

Nature of your business .....

Registration Certificate No.....

Maximum value of business which you can handle at any time KSh.....

Name of your Bankers .....Branch.....

\*Names of Tenderer's contact person(s) .....

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

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

.....  
 .....

**Part 2 (a) Sole Proprietor**

Your name in full .....

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

\*Citizenship details.....

**Part 2 (b) Partnership**

Give details of partners as follows: -

Names	Nationality	*Citizenship Details	Shares
-------	-------------	----------------------	--------

1.....

2.....

3.....

4.....

5.....

**Part 2 (c) Registered Company**

Private or Public .....

State the nominal and issued capital of company-

Nominal KSh.....

Issued KSh.....

Give details of all directors as follows

Name	Nationality	*Citizenship Details	Shares
------	-------------	----------------------	--------

1.....

2.....

3.....

4.....

5.....

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

.....

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**.....of .....having 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 the .....day of.....20.....

EITHER

**SEALED** with the )

COMMON SEAL )

of the said BANK )

this .....day )

of .....20.... )

in the presence of :- )

\_\_\_\_\_ )

and in the presence of:- )

\_\_\_\_\_ )

\_\_\_\_\_ )  
BANK SEAL

OR

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

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

\_\_\_\_\_  
Signature(s) of the duly authorised 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](mailto:guarantees@kplc.co.ke)”***
4. *The Tender validity period is One Hundred Twenty (120) 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 the .....day of.....20....

EITHER

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

)

this .....day ) \_\_\_\_\_

)

of .....20.... ) INSTITUTION SEAL

)

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 authorised 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](mailto:guarantees@kplc.co.ke)”***
  
4. *The Tender validity period is ninety (90) 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](mailto:guarantees@kplc.co.ke)”***
4. *The Tender validity period is ninety (90) 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 XII - MANUFACTURER’S/ PRINCIPAL’S AUTHORIZATION FORM**

**(To Be Submitted On Manufacturer’s/ Principal’s/ Producer’s Letterhead)**

**To:**

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

**WHEREAS WE** .....*(name of the manufacturer/ principal)* who are established and reputable manufacturers/ principal of .....  
*(name and description of the services)* having offices or factories at .....*(full address and physical location of offices or factory(ies))* do hereby confirm that .....  
*(name and address of Contractor)* is authorized by us to transact in the services required against your Tender ..... *(insert reference number and name of the Tender)* in respect of the above services.

**WE HEREBY** extend our full guarantee and warranty as per the Conditions of Contract for the services offered for provision by the above firm against the Invitation to Tender.

DATED THIS..... DAY OF.....20.....

\_\_\_\_\_  
Signature of duly authorised person for and on behalf of the Manufacturer/ Principal.

\_\_\_\_\_  
Name and Designation of duly authorised person signing on behalf of the Manufacturer/ Principal.

**NOTES TO TENDERERS & MANUFACTURERS/ PRINCIPALS/ PRODUCERS**

*Only a competent person in the service of the Manufacturer/ Principal should sign this letter of authority.*

**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 authorised person signing the Tender

\_\_\_\_\_  
Name and Designation of duly authorised 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 2<sup>nd</sup> 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 endeavours.

Yours faithfully,

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

**GENERAL MANAGER, SUPPLY CHAIN**

**SECTION XVI - CONTRACT AGREEMENT FORM**

**THIS AGREEMENT (This “Tripartite 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”* or “Card Payment Platform Provider”.

**AND**

..... (*Bank or Card Acquirer’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 Bank or Card Acquirer*) in the Republic aforesaid, (*hereinafter referred to as the “Card Acquirer”* or “Bank”.

of the other part;

**WHEREAS** KPLC invited tenders for certain services, that is to say for(**KP1/9AA-2/RT/37/ICT/16-17 17 FOR PROVISION F5 SUPPORT CONTRACT**

**AND WHEREAS** KPLC has accepted the Tender by the Contractor for the services in the sum of.....) (*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*” or “*Card Payment Platform Provider*” and “*Card Acquirer*” 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*” or “*Card Payment Platform Provider*” and “*Card Acquirer*” any act default or omission by the Contractor or “Card Payment Platform Provider” and “Card Acquirer “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 & the Card Acquirer as hereinbefore mentioned, the Contractor and the Card Acquirer 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 & the Card Acquirer 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 the Card Acquirer and each shall be read and construed as an integral part of the Contract: -
  - a) this Tripartite 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, the Contractor, and the Card Acquirer.
  - b) Issuance of the Performance Bond by the Contractor and confirmation of its authenticity by KPLC.
  - c) Issuance of the Official Order by KPLC to the Contractor & Card Acquirer.
  - d) Where applicable, Opening of the Letter of Credit by KPLC.

### **Separate Agreements**

This Agreement comprises two separate agreements:

- a) An agreement between Card Payment Platform Provider (Contractor) and the Kenya Power, as set out in Part I, II, and IV;
- b) An agreement between the Bank and the Kenya Power, as set out in Parts I, II, and IV. The agreement set out in Part IV is also an agreement between Card Payment Platform Provider (Contractor) and the Bank.

### **8. Card Payment Platform Provider (Contractor) and Bank not liable for Each Other's Obligations**

Card Payment Platform Provider (Contractor) will not be liable for the Bank's obligations and the Bank will not be liable for Card Payment Platform Provider (Contractor)'s obligations.

## 8.1 Interpretation

### 8.2 Definitions

In this Agreement, the following words have the following meanings, unless the context requires otherwise.

**Card Acquirer** – Means a bank or other financial institution which obtains Transactions from KPLC and makes settlement payments to KPLC for these transactions, and includes its successors and assigns.

**Approved Card** – Means a card which has been approved by Card Payment Platform Provider (Contractor) for use within the system and which can be processed by Terminals.

**Authorization** – Means the process that occurs during a Point of Sale Transaction by which:

- a) The system electronically verifies the approved card and the amount of the Transaction to establish the Card Issuer or Card Acquirer accepts the Transaction as a liability owed to KPLC; and
- b) If a PIN is offered by the Cardholder, the system electronically verifies the PIN which is applicable to the Card; and
- c) If Cardholder signature verification is undertaken in accordance with clause 4.9, the KPLC has verified the Cardholder's identity in accordance with clause 4.9.

**Business Day** – Means a day on which the Card Acquirer is open for normal business in Kenya.

**Card** – Means a plastic card (whether a credit card or a debit card), is issued to facilitate payment for goods or services.

**Cardholder** – Means a person who has been issued with an Approved card and, in the event that a point of sale transaction is authorised in accordance with the procedures set out in this agreement, includes the person presenting the card for use in that transaction.

**Cardholder's Nominated Account**- means an account of the cardholder.

**Card Issuer** – means the bank, financial institution, retailer or other person that is the issuer of a particular card.

**Debit Card** – means a card used to charge payments to the charging facility provided to the cardholder by the card issuer.

**Communication channels** – Means telecommunication network supporting the card payment solution.

**Credit card** – means a card used to charge payments to the credit facility provided to the cardholder by the card issuer.

**Currently Approved** – Means in relation to a terminal conforming at all times for the duration of the agreement.

**EFTPOS** – means electronic funds transfer at point of sale.

**KPLC** – Means the KPLC named in the schedule and includes its successors.

**KPLC Account** – Means the bank account in Kenya nominated by KPLC from time to time for the settlement of transactions with the Card Acquirer (Bank) and the debiting of charges under this agreement.

**KPLC Card Help Desk** – Means the help desk operated by Card Payment Platform Provider (Contractor) and to which KPLC have access.

**KPLC Refund** – Means a refund by KPLC to a Cardholder of all or some of the money received by KPLC from the Cardholder for payment of electricity which has previously been effected by virtue of a valid transaction.

**Card Payment Platform Provider (Contractor)** – Means Card Payment Solution Provider ( ) and includes its successors and assigns.

**PIN** – Means the personal identification number of the cardholder issued in relation to an Approved Card.

**Point of Sale Transaction & Transaction-** Means the process by which a terminal is used by the KPLC and a cardholder to authorize the electronic funds transfer between the Cardholder's Nominated Account and KPLC's Account to effect Payment by a Cardholder for electricity services.

**Service** – Means the service to be provided by Card Payment Platform Provider (Contractor) under this Agreement, excluding settlements or clearing services.

**System** – Means the electronic delivery system owned and operated by Card Payment Platform Provider (Contractor) to facilitate Point of Sale Transactions.

**Terminal** – Means and EFTPOS software application within a physical device and integrated to KPLC customer management system (InCMS/ EVG), operated by KPLC and connected with the system.

## **Part II**

### **Agreement Between Card Payment Platform Provider (Contractor) and KPLC**

#### 9. Provision and Maintenance of Terminals

9.1 Card Payment Platform Provider (Contractor) will provide and maintain all the terminals

#### 9.2 Use of Terminals

9.2.1 KPLC will not interfere with or alter the software within the Terminal or any attached cryptographic device.

9.2.2 Knowingly use or attempt to use the system with a malfunctioning Terminal;

#### 10. Service, Pricing and Procedures

##### 10.1 Provision of Service

During the term of this Agreement, Card Payment Platform Provider (Contractor) will:

10.1.1 provide the KPLC with access to and use of the System, on the terms contained in this Agreement for an administration fee as set out in Part 'A' of the Schedule;

10.1.2 take all reasonable steps practicable to maintain the System in proper working condition to provide a continuous and accurate service to KPLC;

10.1.3 permit the KPLC free-phone access 24 hours daily to the KPLC Help Desk to report faults and obtain advice on how to correct them;

10.1.4 administer the key loading system which imposes the security for the operation of the Terminals, at the then applicable charges; and

- 10.1.5 monitor the telecommunications components of the System to support delivery of the Service, and for pricing to the KPLC as set out in Part 'A' of the Schedule.
- 10.2 Notification of Default  
KPLC will notify CARD PAYMENT PLATFORM PROVIDER (CONTRACTOR) promptly if it becomes aware of any problems with the System that affect KPLC's ability to access or use the System.
- 10.3 Acceptance of Approved Cards  
The KPLC may use the System to accept an Approved Card to effect a Point of Sale Transaction where either:
- 10.3.1 the KPLC has a separate agreement with the relevant Acquirer governing the use of that Approved Card, and the KPLC has elected to effect the Point of Sale Transaction using that Approved Card; or
- 10.3.2 the approved card is a debit card.
- 10.4 Transaction Record  
The system must offer the Cardholder a Transaction record in respect of the relevant Transaction.
- 10.5 Confidentiality  
The system will not do anything which might jeopardise the confidentiality of a Transaction of a Cardholder's details. This includes ensuring that the pinpad device used for entry of PINs is able to be used in such a manner that no other person (including the KPLC and its employees) is able to see or detect the PIN or other details entered by the Cardholder.
- 10.6 Settlement  
CARD PAYMENT PLATFORM PROVIDER (CONTRACTOR) will ensure that the process necessary to deposit value for valid Transactions to the KPLC Account is initiated. However, the KPLC acknowledges that:
- 10.6.1 in the case of Transactions effected using Terminals which have the capability to store Transactions, those Transactions will only be forwarded for processing once KPLC activates the function to transmit those Transactions to CARD PAYMENT PLATFORM PROVIDER (CONTRACTOR); and
- 10.7 Verification of Cardholder Identity



10.7.1 KPLC will not effect a Transaction with a Cardholder unless that Cardholder's identity is verified as outlined in this clause.

10.7.2 The Cardholder's identity can be verified by:

- (i) the correct entry of the Cardholder's PIN into the Terminal, followed by the verification of the PIN within the System, and the System response "ACCEPTED" at the Terminal; or
- (ii) where the Transaction is a Credit Card Transaction, verification of the Cardholder's signature, whereby KPLC will take all reasonable steps to ensure that the signature on the relevant Transaction record is not forged or unauthorised and that it corresponds with the signature on the relevant card.

### **10.8 Payments to Card Payment Platform Provider (Contractor) for Services**

Payments will be as per the price schedule and agreement with KPLC

### **10.9 No Manual Entry of Details**

For Point of Sale transactions, the system should ensure that a Debit Card Transaction is not initiated by manually entering the details of a Debit Card into a Terminal.

## **Part III**

### **Agreement Between Bank (Card Acquirer) and KPLC**

#### **11. Payment to and by KPLC**

##### **11.1 A point of Sale Transaction will be valid if:**

##### **11.1.1 in the case of a Transaction has been effected through the System and initiated using an Approved Card and:**

- (a) the identity of the relevant Cardholder has been verified in accordance with clause 4.9;
- (b) the Transaction complies with the authorisation procedures agreed to by KPLC and the Card Acquirer in respect of Transactions using that Approved Card;
- (e) the Terminal has printed details of the:
  - (i) type of account;
  - (ii) type and amount of the Transaction;
  - (iii) date of the Transaction;
  - (iv) time of the Transaction;
  - (v) Terminal transaction record number; and
- (d) the Terminal has confirmed that the Transaction has been accepted.

## **11.2 Valid Transaction to Constitute Instruction**

A Valid Transaction will be deemed to constitute an irrevocable instruction by the Cardholder to the Card Issuer vide the Card Acquirer to debit the Cardholder's Nominated Account and to pay the relevant amount to KPLC.

## **11.3 Credit of Payment to KPLC Account**

In relation to valid transaction:

- 11.3.1 for Debit Card Transactions, the Bank will arrange for KPLC Account to be debited with an amount equivalent to the amount debited to the Cardholder's Nominated Account. This will take place on the same Business Day up to KPLC's settlement cut-off for that Business Day, or the following Business Day if the relevant Transaction is effected after KPLC's settlement cut-off or if necessary to settle weekend and public holiday trading or to recover from a system malfunction

## **11.4 Charge Backs**

The Card Acquirer (Bank) will not be entitled to charge back a Valid Transaction to KPLC.

## **11.5 Reconciliation of Records**

The Card Acquirer (Bank) will ensure that KPLC is provided with adequate data to reconcile KPLC's activities through the system.

## **12. Advertising and Promotion**

### **12.3 Supply of Material**

The Bank may supply KPLC with promotional material for the System, and KPLC may at its discretion display at the Premises any of the material supplied by the Bank.

### **12.4 Display of Card Payment Platform Provider (Contractor) Logo**

- 12.4.1 KPLC will clearly display KPLC Card Payment Help Desk number and the CARD PAYMENT PLATFORM PROVIDER (CONTRACTOR) logo, in the form previously notified to KPLC by CARD PAYMENT PLATFORM PROVIDER (CONTRACTOR), on any PIN pad or terminal device that is used at the Premises to effect Point of Sale Transactions.
- 12.4.2 All promotional material or signs used to advertise the availability of the Card Payment EFTPOS Service shall bear both KPLC and CARD PAYMENT PLATFORM PROVIDER (CONTRACTOR)'s logos.
- 12.4.3

## **PART IV Provisions**

### **13. Records and Inspection**

#### **13.1 Retention of Records**

13.2 All parties in this agreement will ensure to maintain complete and accurate records of all card payment transactions.

#### **13.3 Business Recovery**

The system must have a business recovery procedure that supports protection and retention of KPLC's records in a contingency. For example, if a technical problem results in a Terminal losing memory of a stored payment instruction awaiting delivery to the System, the system must have another way of retaining a record of the payment instruction.

### **14. Duration of Agreement**

This agreement will continue in force for an initial term of 24 months from the date of the contract.

### **15. Termination**

Any of the parties in the contract may terminate the contract by way of 30 business days written notice.

16. 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.
17. 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.
18. 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.
19. 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.

20. 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.

21. 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.

22. For the purposes of Notices, the address of KPLC shall be Company Secretary, The Kenya Power & Lighting Company Limited, 7<sup>th</sup> Floor, Stima Plaza, Kolobot Road, Post Office Box Number 30099–00100, Nairobi, Kenya. 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 OR CARD PAYMENT PLATFORM PROVIDER**  
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

**SEALED** with the **COMMON SEAL**  
of the **Card Acquirer (Bank)**  
in the presence of:-

\_\_\_\_\_  
DIRECTOR

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

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

and in the presence of:-

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DIRECTOR/ COMPANY SECRETARY

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DIRECTOR/ COMPANY SECRETARY'S FULL NAMES

DRAWN BY: -

**Awuor Owiti,**

**Advocate,**

C/o The Kenya Power & Lighting Company Limited,

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

Kolobot Road, Parklands,

Post Office Box Number 30099-00100,

NAIROBI, KENYA,

Telephones: + 254-20-3201000/ 731

**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 the .....day of.....20....

EITHER

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

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

OR

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

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

\_\_\_\_\_  
 Signature(s) of the duly authorised 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](mailto: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 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](mailto:guarantees@kplc.co.ke)”*
4. *All Guarantees issued by foreign banks must be confirmed by a local bank in Kenya.*





**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	Rating guidelines				Supplier Score	Procurement Score	User Score	Comments	Totals
	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					
<b>2.ON TIME DELIVERY OF PRODUCT OR SERVICE</b>									<b>Totals</b>
	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					
<b>3. FLEXIBILITY TO RESPOND TO UNEXPECTED DEMAND OF SERVICE</b>	<b>Rating guidelines</b>								<b>Totals</b>
	Was the vendor willing to change their product/service on special needs?	YES:6	PARTIALLY: 3	NO: 0					6
									6.00%
<b>4. QUALITY</b>	<b>Rating guidelines</b>								<b>Totals</b>
	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%
<b>5.RESPONSIVENESS</b>	<b>Rating guidelines</b>								<b>Totals</b>
	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					
<b>6. CUSTOMER SUPPORT</b>	<b>Rating guidelines</b>								<b>Totals</b>

	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%
<b>7. COMMUNICATION SKILLS</b>	<b>Rating guidelines</b>								<b>Totals</b>
	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%
<b>8. DOCUMENTATION AND ACCOUNTING</b>	<b>Rating guidelines</b>								<b>Totals</b>
	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%
<b>9. VALUE ADD</b>	<b>Rating guidelines</b>								<b>Totals</b>
	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%
									<b>Totals Score:</b>
<b>Totals</b>									100.0
<b>Maximum Score</b>									100.00%
<b>VENDOR'S TOTAL SCORE</b>									
<b>VENDOR'S PERCENTAGE SCORE</b>									
<b>ISSUES FOR FOLLOW UP -</b>									
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**

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

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

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

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



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

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

### **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 Contractors 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. 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)

### *i. Card payment processing platform*

Kenya Power is upgrading its customer management ERP and is seeking to engage a card payment processing solution for a period of 3 years (renewable) to facilitate the processing of card payments both debit and credit cards from its customers countrywide and abroad through the KPLC pay offices network and internet connection.

The requirements are as follows: -

### TECHNICAL REQUIREMENTS FOR CARD & ONLINE PAYMENT SYSTEM (INFRASTRUCTURE)

	CARD PAYMENT SOLUTION CONNECTING TO KPLC'S InCMS/ICS & EVG	KPLC MINIMUM REQUIREMENTS	Bidder's software Compliance / Remarks	Reference
1.1	Communication Protocol	The communication protocol to the point-of-sale unit will be XMLvend, the published open electricity-vending standard.		
1.2	Number of Transactions per second	2,500 transactions per second		
1.3	Interface requirements	The system should be capable of easily handling interfaces to other systems including Card Acquirers for the purposes of transferring business transactions.		
1.4	Interface with ICS / InCMS / EVG	Should be capable of interfacing with KPLC's billing/Prepaid systems (ICS/InCMS & EVG) via Application Programming Interface (API)		
1.5	Supported Cards	The solution should support VISA & MASTERCARD/KENSWITCH produced over the counter (Card present)		
1.6	Online/Web Functionality	The solution should establish an online payment platform for KPLC bill payments (Card not Present).		
1.7	Supported Payments	The solution should support all KPLC payment types including prepayment token requests		

	<b>CARD PAYMENT SOLUTION CONNECTING TO KPLC'S InCMS/ICS &amp; EVG</b>	<b>KPLC MINIMUM REQUIREMENTS</b>	<b>Bidder's software Compliance / Remarks</b>	<b>Reference</b>
1.8	Card Acquirer (Banks) Experience	The customer must have integrated with at least one card acquirer system. The solution should come integrated to a 1 <sup>st</sup> Tier Card acquirer (Bank). A letter of Authorization/Agreement should be attached.		
1.9	Compliance	The solution and card readers/pay pads should be EMV compliant (Europepay, Mastercard, Visa Standard). A compliance certificate should be provided together with the bid.		
1.10	Journaling of Events	At the database level the system must provide for the journaling (logging) of all events.		
1.11	Security	The application Database must be protected from tampering and computer fraud (e.g. using Encryption etc)		
1.12	Security of Data	The application MUST protect the system data and programmes from tampering and computer theft. Proof (certificate) of compliance to PCI-DSS compliance security processes must be provided		
1.13	Revenue Management:	<ul style="list-style-type: none"> <li>o Check Batch Totals</li> <li>o Confirm Customer Details</li> <li>o End Batch</li> <li>o Pay Account</li> <li>o Payment Receipt</li> <li>o Reprint Payment Slip</li> <li>o Reprint End Batch</li> <li>o Reprint Transaction</li> <li>o Start Batch</li> <li>o Cashier/Agent Statement</li> <li>o Verify Payment</li> </ul>		
1.14	Software Security	Secure Socket Layer (SSL) Security Extensible Mark-up Language (XML) Simple Object Access Protocol (SOAP) Web Services GZIP Compression algorithm. Unified Modelling Language (UML)		

	<b>CARD PAYMENT SOLUTION CONNECTING TO KPLC'S InCMS/ICS &amp; EVG</b>	<b>KPLC MINIMUM REQUIREMENTS</b>	<b>Bidder's software Compliance / Remarks</b>	<b>Reference</b>
1.15	To prevent duplicate payment requests for an account, the following process must be implemented	<ul style="list-style-type: none"> <li>i. Save the MessageID and customer account number to persistent storage before submitting the request.</li> <li>ii. allow further requests before a valid answer has been received but no further requests must be allowed for the same account number for which a response is still outstanding.</li> <li>iii. When the Client times out, issue an Advice Last Response for that Message ID. Always allow at least a few seconds for every time-out period before repeating the Advice Last Response. This process must be repeated until a valid positive or negative response has been received for that request. (If the server is not available to respond on the Advice Last Response, it will also not be able to service other requests.)</li> <li>iv. If the client application is terminated (because of power failure or restart) it must first process all outstanding Advice Last Response payments/tokens as described above, before allowing normal payments/vending to continue.</li> <li>v. If the server advises that the requested response does not exist, the client must do a completely new request with new unique MessageID. The original MessageID is now void and must not be re-used.</li> <li>vi. Ignoring of the Advice Last Response message and merely re-vending a completely new token will decrement the Vendor's available credit; and they will be liable for the full value of all the tokens that he has vended.</li> </ul>		

	<b>CARD PAYMENT SOLUTION CONNECTING TO KPLC'S InCMS/ICS &amp; EVG</b>	<b>KPLC MINIMUM REQUIREMENTS</b>	<b>Bidder's software Compliance / Remarks</b>	<b>Reference</b>
1.16	Service Level Requirements	<ul style="list-style-type: none"> <li>• Card payments must be requested in real time from the KPLC Payment point via API.</li> <li>• Supplier/Vendor must ensure that KPLC's customers have a pleasant experience when making payments, i.e. no unnecessary delays, etc.</li> <li>• Any non-http technology must first be translated into http via a supplier built XMLVend gateway or a superior alternative.</li> </ul>		
1.11	Implementation of business rules	<ul style="list-style-type: none"> <li>• The KPLC Billing System (InCMS/ICS) will implement the required business rules and they may change in future as deemed necessary. The Card Payment solution Client/Switch must therefore not implement business rules in their processing;</li> </ul>		
1.13	Format of receipts/tokens	<ul style="list-style-type: none"> <li>• The receipt formats shall be formatted as per the KPLC Receipt format specification. Where this format cannot be accommodated, a signed acceptance of a modified receipt format for the device shall be obtained from KPLC before implementation in the field. Note that this requirement applies to both printed receipts as well as cellular - SMS based receipts.</li> </ul>		
1.14	Update on Client generated error messages	<ul style="list-style-type: none"> <li>• Vendor must forward a list of all the client generated error messages to KPLC</li> </ul>		
1.141	Settlement of Funds	<ul style="list-style-type: none"> <li>• Settlement of Funds on same day basis</li> </ul>		

	<b>CARD PAYMENT SOLUTION CONNECTING TO KPLC'S InCMS/ICS &amp; EVG</b>	<b>KPLC MINIMUM REQUIREMENTS</b>	<b>Bidder's software Compliance / Remarks</b>	<b>Reference</b>
1.15	Customer Facing Interface	<ul style="list-style-type: none"> <li>KPLC must be satisfied that the customer facing interface is of sufficient quality and clearly understandable. Note that the customer facing interface includes the receipt or the message display POS etc. It also includes the Payment terminal display for a customer driven device like a Self-Service Kiosk &amp; Web Payment Portal.</li> </ul>		
1.16	Provision of sample	<ul style="list-style-type: none"> <li>A non-returnable sample CD with a presentation showing how the whole solution will work shall be provided together the tender documents</li> </ul>		
1.17	Manufacturers Authorization	<ul style="list-style-type: none"> <li>Letter of Authorization from Manufacturers of the system and equipment.</li> </ul>		

*ii. Card Acquirer Services*

Kenya Power is upgrading its customer management ERP and is seeking to engage a card acquirer for a period of 2 years (renewable) to facilitate the processing of card payments both debit and credit cards from its customers countrywide and abroad through the KPLC pay offices network and internet connection.

The requirements are as follows: -

<b>Item No.</b>	<b>KPLC REQUIREMENTS (as and when required)</b>	<b>YES / NO (Please select and provide comments, if any)</b>
1	Requirement to be a Licensed Banking Institution regulated by Central Bank of Kenya.	
2	Association to a Global payments technology company with an established Global Financial Services brand.	

3	Certification of PCI-DSS certification for Card Payments Management System	
4	Letter of Authorization from Manufacturers of the system and equipment.	
5	Profiles for at least 5 large commercial entities for which card acquisition services (Debit/Credit cards) are offered.	
6	Ability to process both Card Present and Card Not present transactions.	
7	Average number of Card transactions per annum in the last 2 years should be more than 500,000.	
8	Settlement of Funds on same day basis.	
9	EMV Chip and PIN certified transactions	
10	Integration with KPLC Card payment solution for Card transaction processing activities.	
11	Transaction pricing in line with global acceptable practices for Utility/Government payments in the Industry.	