



**TENDER NO. KP1/9A.2/OT/029/CS/24-25**  
**FOR PROVISION OF DEBT COLLECTION SERVICES**  
DATE OF TENDER DOCUMENT: 21<sup>st</sup> FEBRUARY 2025

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

TENDER DOCUMENT FOR SUPPLY OF NON-CONSULTING SERVICES  
(E-PROCUREMENT NATIONAL OPEN TENDER SYSTEM)

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## INVITATION TO TENDER

**TENDER NO: KP1/9A.2/OT/029/CS/24-25**

**NAME: FOR PROVISION OF DEBT COLLECTION SERVICES**

### **1.1 Introduction.**

The Kenya Power & Lighting Company Plc (KPLC) invites bids from eligible Tenderers for **Provision of Debt Collection Services**. Interested Eligible Tenderers may obtain further information from the General Manager- Supply Chain, The Kenya Power & Lighting Company Plc 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 – RFX No.1000002796

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

### **1.4 Tender Closing Date and Time**

Tender closing date and time is as specified in the KPLC's tendering portal.

### **1.5 Prices**

Offered Price should be inclusive of all taxes, duties, levies and delivery costs to the premises (where applicable) of KPLC or other specified site must be in Kenya Shillings or a freely convertible currency in Kenya and shall remain valid for one hundred and eighty (**180**) days from the closing date of the tender. *Please note that prices indicated on the KPLC tendering portal should be exclusive of VAT.*

### **1.6 Opening of submitted Tenders**

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

All health protocols during opening *must* be observed and *only one representative* will be allowed in opening venue.

### **1.7 Pre-bid Meeting**

There shall be a Pre – bid meeting shall be on **04.03.2025 at Stima Plaza Auditorium**

## FORM OF TENDER SUBMISSION CHECKLIST

### Tender Submission Format

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

No.	Item	Tick Where Provided
1	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.	
2	Certificate of Independent Tender determination	
3	Form of Tender	
4	Duly completed Self-Declaration forms(Form SD1&SD2)	
5	Declaration and commitment to the code of ethics	
6	Tender information form	
7	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	
8	Copy of PIN Certificate	
9	Copy of Valid Tax Compliance Certificate	
10	Confidential Business Questionnaire (CBQ)	
11	Valid Business permits in areas of operation.	
12	Valid certificates of good conduct of the individuals involved in the execution of the contract.	
13	Statement on Deviations	
14	Price Schedule(s)	
15	Schedule of requirements.	
16	Names with full contact as well as physical addresses of previous customers of similar services and reference letters from at least four (4) previous customers	
17	Audited financial statements are those that are reported within eighteen (18) calendar months of the date of the tender document and confirming the auditors practicing license number (NB: Bidders must clearly indicate the Auditor's ICPAK practicing license registration number in the audited financial statements report.)	
18	Beneficial Ownership form	
19	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.

## TABLE OF CONTENTS

<b>I. PREFACE.....</b>	<b>iv</b>
<b>APPENDIX TOTHE PREFACE.....</b>	<b>i</b>
<b>GUIDELINES FOR PREPARATION OF TENDER DOCUMENTS.....</b>	<b>ii</b>
1. GENERAL.....	iii
2. PART 1 - TENDERING PROCEDURES.....	vi
3. PART 2 – PROCUREMENT ENTITY'S REQUIREMENTS.....	vii
4. PART 3 – CONDITIONS OF CONTRACT ANDCONTRACTFORMS.....	viii
<b>INVITATION TOTENDER.....</b>	<b>ix</b>
<b>PART I –TENDERING PROCEDURE.....</b>	<b>x</b>
Section I - Instructions to Tenderers.....	11
<b>A. General.....</b>	<b>11</b>
1. Scope of Tender.....	11
2. Unfair Competitive Advantage.....	11
3. Fraud and Corruption.....	11
4. Eligible Tenderers.....	12
5. Qualification of the Tenderer.....	13
<b>B. Contents of Tendering Document.....</b>	<b>13</b>
6. Sections of Tendering Document.....	14
PART 1: Tendering Procedures.....	13
PART 2: Procuring Entity's Requirements.....	14
PART3: Contract.....	14
7. Site Visit.....	14
8. Pre-Tender Meeting and a pre-arranged pretender visit of the site of the works.....	14
9. Clarification of Tender Document, Site Visit, Pre-Tender Meeting.....	14
10. Amendment of Tendering Documents.....	15
<b>C. Preparation of Tenders.....</b>	<b>15</b>
11. Cost of Tendering.....	15
12. Language of Tender.....	15
13. Documents Comprising the Tender.....	15
14. Form of Tender and Activity Schedule.....	16
15. Alternative Tenders.....	16
16. Tender Prices and Discounts.....	16
17. Currencies of Tender and Payment.....	16
18. Documents Establishing Conformity of Services.....	16
19. Documents Establishing the Eligibility and Qualifications of the Tenderer.....	17
20. Period of Validity of Tenders.....	18
21. Tender Security.....	18
22. Format and Signing of Tender.....	19
<b>D. Submission and Opening of Tenders.....</b>	<b>19</b>
23. Sealing and Marking of Tenders.....	19

24.	Deadline for Submission of Tenders.....	19
25.	Late Tenders .....	20
26.	Withdrawal, Substitution and Modification of Tenders .....	20
27.	Tender Opening .....	20
<b>A.</b>	<b>Evaluation and Comparison of Tenders .....</b>	<b>22</b>
28.	Confidentiality.....	21
29.	Clarification of Tenders .....	21
30.	Deviations, Reservations, and Omissions .....	21
31.	Determination of Responsiveness .....	21
32.	Correction of Arithmetical Errors .....	22
33.	Conversion to Single Currency .....	22
34.	Margin of Preference and Reservations .....	22
35.	Evaluation of Tenders.....	23
37.	Abnormally Low Tenders and Abnormally High Tenders.....	23
38.	Unbalanced and/or Front-Loaded Tenders.....	24
39.	Qualification of the Tenderer .....	24
40.	Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders .....	24
<b>B.</b>	<b>Award of Contract.....</b>	<b>24</b>
41.	Award Criteria .....	24
42.	Notice of Intention to enter into a Contract.....	25
43.	Standstill Period .....	25
44.	Debriefing by KPLC .....	25
45.	Letter of Award.....	25
46.	Signing of Contract .....	25
47.	Performance Security .....	25
48.	Publication of Procurement Contract .....	26
48.	Adjudicator.....	26
49.	Procurement Related Complaint .....	26
	<b>SECTION II - TENDER DATASHEET (TDS).....</b>	<b>27</b>
	<b>SECTION III - EVALUATION AND QUALIFICATION CRITERIA.....</b>	<b>32</b>
1.	General Provision.....	32
2.	Preliminary examination for Determination of Responsiveness .....	32
3.	Tender Evaluation (ITT 35).....	31
4.	Multiple Contracts.....	35
5.	Alternative Tenders (ITT 14.1) .....	35
6.	MARGIN OF PREFERENCE .....	35
7.	Post qualification and Contract ward (ITT 39), more specifically .....	35
	<b>SECTION IV-TENDERING FORMS .....</b>	<b>37</b>
<b>1.</b>	<b>FORM OF TENDER .....</b>	<b>37</b>
i)	TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE .....	40
ii)	CERTIFICATE OF INDEPENDENT TENDER DETERMINATION .....	44
iii)	SELF-DECLARATION FORM.....	44
iv)	APPENDIX 1- FRAUD AND CORRUPTION .....	47
<b>2.</b>	<b>TENDERER INFORMATION FORM.....</b>	<b>.....</b>
	<b>OTHER FORMS .....</b>	<b>.....</b>
<b>3.</b>	<b>FORM OF TENDER SECURITY - DEMANDBANK GUARANTEE.....</b>	<b>.....</b>
<b>4.</b>	<b>FORM OF TENDER SECURITY(INSURANCE GUARANTEE) .....</b>	<b>.....</b>
	<b>CONTRACT FORMS.....</b>	<b>54</b>
1.	NOTIFICATION OF INTENTION TO AWARD.....	57
2.	LETTER OF AWARD.....	.....
3.	FORM OF CONTRACT .....	59
4.	FORM OF TENDER SECURITY (Bank Guarantee).....	63
	<b>PART II – PROCURING ENTITY'S REQUIREMENTS .....</b>	<b>62</b>

<b>SECTION V – ACTIVITY SCHEDULE .....</b>	<b>62</b>
--	-----------

<b>SECTION VI - GENERAL CONDITIONS OF CONTRACT.....</b>	<b>67</b>
---	-----------

<b>A. General Provisions.....</b>	<b>63</b>
1. Definitions.....	64
2. Commencement, Completion, Modification, and Termination of Contract .....	64
3. Obligations of the Service Provider.....	65
4. Service Provider's Personnel.....	69
5. Obligations of KPLC .....	71
6. Payments to the Service Provider .....	71
7. Quality Control.....	71
8. Settlement of Disputes .....	71

<b>B. SECTION VII - SPECIAL CONDITIONS OF CONTRACT.....</b>	<b>71</b>
---	-----------

FORM NO. 4 - BENEFICIAL OWNERSHIP DISCLOSURE FORM .....	76
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## **ABBREVIATIONS & ACRONYMS**

AO	Accounting officer
FY	Fiscal year
ICT	Information, Communications Technology
ITT	Instructions to Tenderers
JV	Joint Venture
NCB	National competitive tender
PE	Procuring Entity
PPADA	Public Procurement and Asset Disposal Act, 2015
PPRA	Public Procurement Regulatory Authority
R	Responsive
NR	Not-Responsive
RFQ	Request for Quotation
STD	Standard Tender Documents
TEC	Tender Evaluation Committee
TOR	Terms of reference
TA	Total Assets
TL	Total Liabilities
TE/NW	Total Equity/Net Worth
CA	Current Assets
CL	Current Liabilities
WC	Working Capital
TR	Total Revenue
PBT	Profit Before Taxes
IRA	Insurance Regulatory Authority

## DEFINITIONS AND TERMS

### 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 PLC 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.

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**PART 1 - TENDERING PROCEDURES**

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## SECTION I -INSTRUCTIONS TO TENDERERS

### A. General

#### 1 Scope of Tender

- 1.1 This tendering document is for the delivery of Non-Consulting Services, as specified in Section V, Procuring Entity's Requirements. The name, identification and number of this tender are specified in the **TDS**.

#### 2 Throughout this tendering document:

##### 2.1 The terms:

- a) The term “in writing” means communicated in written form (e.g., by mail, e-mail, fax, including if specified **in the TDS**, distributed or received through the electronic- procurement system used by KPLC) with proof of receipt;
- b) if the contexts or esquires, “singular” means “plural” and vice versa; and
- c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of KPLC. It excludes KPLC's official public holidays.

- 2.2 The successful Tenderer will be expected to complete the performance of the Services by the Intended Completion Date provided **in the TDS**.

#### 3 Fraud and Corruption

- 3.1 KPLC requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015 (the Act), Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.
- 3.2 KPLC requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.
- 3.3 Unfair Competitive Advantage - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, KPLC shall indicate in the TDS and make available to all the firms together with this tender document all Information that would in that respect gives such firm any unfair competitive advantage over competing firms.
- 3.4 Unfair Competitive Advantage-Fairness and transparency in the tender process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. KPLC shall indicate in the **TDS** firms (if any) that provided consulting services for the contract being tendered for. KPLC shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. KPLC shall, upon request, make available to any tenderer information that would give such firm unfair competitive advantage over competing firms.

## 4 Eligible Tenderers

4.1 A Tenderer may be a firm that is a private entity, a state-owned entity or institution subject to ITT 4.6, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a Form of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a sub contract or in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS**.

4.2 Public Officers, of KPLC, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse in which they have a substantial or controlling interest shall not be eligible to tender or be awarded contract. Public Officers are also not allowed to participate in any procurement proceedings.

4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:

- a Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
- b Receives or has received any direct or indirect subsidy from another Tenderer; or
- c has the same legal representative as another Tenderer; or
- d has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of KPLC regarding this Tendering process; or
- e or any of its affiliates participated as a consultant in the preparation of the Procuring Entity's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Tender; or
- f or any of its affiliates has been hired (or is proposed to be hired) by KPLC or Procuring Entity for the Contract implementation; or
- g would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 2. 1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- h has a close business or family relationship with a professional staff of KPLC or of the project implementing agency, who:
  - i. are directly or indirectly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or
  - ii. Would be involved in the implementation or supervision of such contract unless the conflicts stemming from such relationship has been resolved in a manner acceptable to KPLC throughout the procurement process and execution of the Contract.

4.4 A firm that is a Tenderer (either individually or as a JV member) shall not participate in more than one tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member may participate as a sub-contractor in more than one Tender.

4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4 .9.

4.6 A Tenderer that has been sanctioned by PPRA or are under a temporary suspension or a debarment imposed by any other entity of the Government of Kenya shall be ineligible to be pre-qualified for, initially selected for, tender for, propose for, or be awarded a contract during such period of sanctioning. The list of debarred firms and individuals is available at the PPRA Website [www.ppra.go.ke](http://www.ppra.go.ke)

4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) only if they can establish that they: (i) are legally and financially autonomous; (ii) operate under Commercial law; and (iii) are not under supervision of KPLC.

4.8 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council take under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person or entity in that country.

4.9 A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.

4.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable KPLC determine if this condition is met shall be provided in for this purpose is be provided in “SECTION III-EVALUATION AND QUALIFICATION CRITERIA, Item 9”.

4.11 Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenyan citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. The JV shall not sub contract to foreign firms more than 10 percent of the contract price, excluding provisional sums.

4.12 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website [www.cak.go.ke](http://www.cak.go.ke)

4.13 A Tenderer may be considered ineligible if he/she offers goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

4.14 A Kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing a valid tax compliance certificate or tax exemption certificate is sued by the Kenya Revenue Authority.

4.15 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by KPLC to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders

4.15 Where the law requires tenderers to be registered with certain authorities in Kenya, such registration requirements shall be defined in the **TDS**

## **5. Qualification of the Tenderer**

5.1 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

5.2 In the event that pre-qualification of Tenderers has been undertaken as stated in ITT 18.3, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

## **B. Contents of Tendering Document**

### **6. Sections of Tendering Document**

6.1 The tendering document consists of Parts 1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITT 10.

## **PART 1: Tendering Procedures**

- i) Section I - Instructions to Tenderers (ITT)
- ii) Section II - Tender Data Sheet (TDS)
- iii) Section III - Evaluation and Qualification Criteria
- iv) Section IV - Tendering Forms

## **PART 2: Procuring Entity's Requirements**

- v) Section V-Procuring Entity's Requirements

## **PART 3: Contract**

- vi) Section VI - General Conditions of Contract (GCC)
- vii) Section VII - Special Conditions of Contract (SCC)
- viii) Section VIII - Contract Forms

6.2 The Invitation to Tender (ITT) notice or the notice to pre-qualify Tenderers, as the case may be, issued by KPLC is not part of this tendering document.

6.3 Unless obtained directly from KPLC, KPLC is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 10. In case of any contradiction, documents obtained directly from KPLC shall prevail.

6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

### **5. Site Visit**

7.1 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the Site of the Required Services and its surroundings and obtain all information that may be necessary for preparing the Tender and entering in to a contract for the Services. The costs of visiting the Site shall be the Tenderer's own expense.

### **8 Pre-Tender Meeting**

8.1 KPLC shall specify in the **TDS** if a pre-tender conference will be held, when and where. KPLC shall also specify in the **TDS** if a pre-arranged pretender site visit will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.2 The Tenderer is requested to submit any questions in writing, to reach KPLC not later than the period specified in the **TDS** before the meeting.

8.3 Minutes of the pre-Tender meeting and the pre-arranged pre tender visit of the site of the service, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT6.3. Minutes shall not identify the source of the questions asked.

8.4 KPLC shall also promptly publish anonymized (*no names*) Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the service at the web page identified **in the TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by KPLC exclusively through the issue of an Addendum pursuant to ITT10 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

### **9 Clarification of Tender Documents**

9.1 A Tenderer requiring any clarification of the Tender Document shall contact KPLC in writing at KPLC's address specified in the TDS or raise its enquiries during the pre-Tender meeting and the pre-arranged pretender visit of the site of the Service if provided for in accordance with ITT 8.4. KPLC will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. KPLC shall forward copies of its response to all tenderers who have acquired the Tender Documents in accordance with ITT 6.3, including a description of the

inquiry but without identifying its source. If so specified in the **TDS**, KPLC shall also promptly publish its response at the webpage identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, KPLC shall amend the Tender Documents appropriately following the procedure under ITT 8.4.

## **10 Amendment of Tender Documents**

- 10.1 At any time prior to the deadline for submission of Tenders, KPLC may amend the Tendering document by issuing addenda.
- 10.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from KPLC in accordance with ITT 6.3. KPLC shall also promptly publish the addendum on KPLC's web page in accordance with ITT 8.4.
- 10.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, KPLC shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 24.2 below.

## **C. Preparation of Tenders**

### **11 Cost of Tendering**

- 11.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and KPLC shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

### **12 Language of Tender**

- 12.1 The Tender as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and KPLC shall be written in the English language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

### **13 Documents Comprising the Tender**

- 13.1 The Tender shall comprise the following:
  - a **Form of Tender** prepared in accordance with ITT 14;
  - b **Schedules:** priced Activity Schedule completed in accordance with ITT 14 and ITT 16;
  - c **Tender Security or Tender-Securing Declaration** in accordance with ITT 21.1;
  - d **Alternative Tender:** if permissible in accordance with ITT 15;
  - e **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 22.3;
  - f **Qualifications:** documentary evidence in accordance with ITT 19 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
  - g **Tenderer's Eligibility:** documentary evidence in accordance with ITT 19 establishing the Tenderer's eligibility to Tender;
  - h **Conformity:** documentary evidence in accordance with ITT 18, that the Services conform to the tendering document; and
  - i Any other document required in the **TDS**.

The Tenderer shall chronologically serialize pages of all tender documents submitted.

- 13.2 In addition to the requirements under ITT 13.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a Form of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.
- 13.3 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

## **14 Form of Tender and Activity Schedule**

- 14.1 The Form of Tender and priced Activity Schedule shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 22.3. All blank spaces shall be filled in with the information requested.
- 14.2 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

## **15 Alternative Tenders**

- 15.1 Unless otherwise indicated **in the TDS**, alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Best Evaluated Tender shall be considered by KPLC.
- 15.2 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the TDS** and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.
- 15.3 When specified **in the TDS**, Tenderers are reemitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified **in the TDS**, as will the method for their evaluating, and described in Section VII, Procuring Entity's Requirements.

## **16. Tender Prices and Discounts**

- 16.1 The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Activity Schedule (s) shall conform to the requirements specified below.
- 16.2 All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).
- 16.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, submitted by the Tenderer.
- 16.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the Form of Tender in accordance with ITT 16.1.
- 16.5 The Tenderer shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), and listed in the Activity Schedule in Section VII, Procuring Entity's Requirements. Items for which no rate or price is entered by the Tenderer will not be paid for by KPLC when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 16.6 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.
- 16.7 If provided for **in the TDS**, the rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and / or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 16.8 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Tenderer in the form of Appendices D and E to the Contract.

## **17 Currencies of Tender and Payment**

- 17.1 The currency of the Tender and the currency of payments shall be Kenya Shillings.

## **18 Documents Establishing Conformity of Services**

- 18.1 To establish the conformity of the Non-Consulting Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Procuring Entity's Requirements.

- 18.2 Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to KPLC's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Procuring Entity's Requirements.
- 18.3 Tender to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by KPLC, a Service provider or group of service providers, qualifies for a margin of preference. Further the information will enable KPLC identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement processor contract management.
- 18.4 The purpose of the information described in ITT 18.3 above, overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by KPLC as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.
- 18.4 The Tenderer shall provide further documentary proof, information or authorizations that KPLC may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT18.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.
- 18.6 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to KPLC. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to KPLC.
- 18.7 If a tenderer fails to submit the information required by these requirements, its tenderer will be rejected. Similarly, if KPLC is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.
- 18.8 If information submitted by a tenderer pursuant to these requirements, or obtained by KPLC (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:
- i) If the procurement process is still on going, the tenderer will be disqualified from the procurement process,
  - ii) if the contract has been awarded to that tenderer, the contract award will be set aside, pending the outcome of (iii),
  - iii) The tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.
- 18.9 If a tenderer submits information pursuant to these requirements that is in complete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 18.9 will ensue unless the tenderer can show to the reasonable satisfaction of KPLC that any such act was not material, or was due to genuine error or which was not attributable to the intentional act, negligence or recklessness of the tenderer.

## **19 Documents Establishing the Eligibility and Qualifications of the Tenderer**

- 19.1 To establish Tenderer's their eligibility in accordance with ITT4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.
- 19.2 The documentary evidence of the Tenderer's qualification stopper form the Contract if its Tender is accepted shall establish to KPLC's satisfaction that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 19.3 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed methodology, work plan and schedule.

- 19.4 In the event that pre-qualification of Tenderers has been undertaken, only Tenders from prequalified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.
- 19.5 If pre-qualification has not taken place before Tendering, the qualification criteria for the Tenderers are specified- in Section III, Evaluation and Qualification Criteria.

## **20 Period of Validity of Tenders**

- 20.1 Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by KPLC in accordance with ITT 24.1). A Tender valid for a shorter period shall be rejected by KPLC as non-responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, KPLC may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT20, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender.

## **21 Tender Security**

- 21.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.
- 21.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.
- 21.3 If a Tender Security is specified pursuant to ITT 21.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:
- i) cash;
  - ii) a bank guarantee;
  - iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
  - iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,
- 21.4 If a Tender Security is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by KPLC as non-responsive.
- 21.5 If a Tender Security is specified pursuant to ITT 21.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT 46. KPLC shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.
- 21.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.
- 21.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:
- a. If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereof provided by the Tenderer; or
  - b. if the successful Tenderer fails to:
  - c. sign the Contract in accordance with ITT 46; or
  - d. Furnish a performance security in accordance with ITT 47.
- 21.8 Where tender securing declaration is executed, KPLC shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.

21.9 The Tender Security or Tender-Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender security or Tender-Securing Declaration shall be in the names of all future members as named in the Form of intent referred to in ITT 4.1 and ITT 13.2.

21.10A tenderer shall not issue a tender security to guarantee itself.

## **22 Format and Signing of Tender**

22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 13, bound with the volume containing the Form of Tender, and clearly marked “Original. “In addition, the Tenderer shall submit copies of the Tender, in the number specified **in the TDS**, and clearly marked as “Copies. “In the event of discrepancy between them, the original shall prevail.

22.2 Tenderers shall mark as “CONFIDENTIAL “information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

22.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified **in the TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

22.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

22.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

## **D. Submission and Opening of Tenders**

### **23 Sealing and Marking of Tenders**

23.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to KPLC and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:

- a. in an envelope or package or container marked “ORIGINAL”, all documents comprising the Tender, as described in ITT13; and
- b. in an envelope or package or container marked “COPIES”, all required copies of the Tender; and
- c. if alternative Tenders are permitted in accordance with ITT15, and if relevant:
  - i. in an envelope or package or container marked “ORIGINAL–ALTERNATIVE TENDER”, the alternative Tender; and
  - ii. in the envelope or package or container marked “COPIES- ALTERNATIVE TENDER”, all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

- a) Bear the name and address of KPLC.
- b) Bear the name and address of the Tenderer; and
- c) Bear the name and Reference number of the Tender.

23.2 If an envelope or package or container is not sealed and marked as required, KPLC will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

### **24 Deadline for Submission of Tenders**

**24.1** Tenders must be received by KPLC at the address and no later than the date and time specified **in the TDS**.

When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified **in the TDS**.

- 24.2 KPLC may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT9, in which case all rights and obligations of KPLC and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **25 Late Tenders**

- 25.1 KPLC shall not consider any Tender that arrives after the dead line for submission of Tenders, in accordance with ITT 24. Any Tender received by KPLC after the deadline for submission of Tenders shall be declared late, rejected, and returned un opened to the Tenderer.

## **26 Withdrawal, Substitution and Modification of Tenders**

- 26.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by a n authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- a) Prepared and submitted in accordance with ITT 21 and ITT 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- b) Received by KPLC prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.

- 26.2 Tenders requested to be withdrawn in accordance with ITT 25.1 shall be returned unopened to the Tenderers.

- 26.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

## **27 Tender Opening**

- 27.1 Except as in the cases specified in ITT 23 and ITT 25.2, KPLC shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified **in the TDS** in the presence of Tenderers' designated representatives and anyone who choose to attend. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 23.1 shall be as specified **in the TDS**.

- 27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

- 27.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

- 27.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

- 27.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as KPLC may consider appropriate.

- 27.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further. The Form of Tender and the priced Activity Schedule are to be initialed by representatives of KPLC attending Tender opening in the manner specified **in the TDS**.

- 27.7 KPLC shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT25.1).
- 27.8 KPLC shall prepare are cord of the Tender opening that shall include, as a minimum:
- a) The name of the Tenderer and whether there is a withdrawal, substitution, or modification;
  - b) The Tender Price, per lot (contract) if applicable, including any discounts; and
  - c) any alternative Tenders;
  - d) The presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.
  - e) Number of pages of each tender document submitted
- 27.9 The Tenderers' representatives who a rep resent shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be distributed to Tenderer upon request.

## **E. Evaluation and Comparison of Tenders**

### **28 Confidentiality**

- 28.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 42.
- 28.2 Any effort by a Tenderer to influence KPLC in the evaluation or contract award decisions may result in the rejection of its Tender.
- 28.3 Notwithstanding ITT 28.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact KPLC on any matter related to the Tendering process, it should do so in writing.

### **29 Clarification of Tenders**

- 29.1 To assist in the examination, evaluation, and comparison of Tenders, and qualification of the Tenderers, KPLC may, at KPLC's discretion, ask any tenderer for clarification of its Tender including break downs of the prices in the Activity Schedule, and other information that KPLC may require. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by KPLC shall not be considered. KPLC's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by KPLC in the evaluation of the Tenders, in accordance with ITT32.
- 29.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in KPLC's request for clarification, its Tender may be rejected.

### **30 Deviations, Reservations, and Omissions**

- 30.1 During the evaluation of Tenders, the following definitions apply:
- a) "Deviation" is a departure from the requirements specified in the tendering document;
  - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
  - c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

### **31 Determination of Responsiveness**

- 31.1 KPLC's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 12.
- 31.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a) If accepted, would:
  - i. affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or
  - ii. limit in any substantial way, inconsistent with the tendering document, KPLC's rights or the Tenderer's obligations under the Contract; or
- b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

31.3 KPLC shall examine the technical aspects of the Tender submitted in accordance with ITT 18 and ITT 19, in particular, to confirm that all requirements of Section VII, Procuring Entity's Requirements have been met without any material deviation or reservation, or omission.

31.4 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by KPLC and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

31.5 Provided that a Tender is substantially responsive, KPLC may waive any non-conformity in the Tender.

31.6 Provided that a Tender is substantially responsive, KPLC may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

31.7 Provided that a Tender is substantially responsive, KPLC shall rectify quantifiable non-material non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the TDS**.

## **32 Arithmetical Errors**

32.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

32.2 Provided that the Tender is substantially responsive, KPLC shall handle errors on the following basis:

- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
- b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive .and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail

32.3 Tenderers shall be notified of any error detected in their bid during the notification of a ward.

## **33 Conversion to Single Currency**

33.1 For evaluation and comparison purposes, the currency (ies) of the Tender shall be converted into a single currency **as specified in the TDS**.

## **34 Margin of Preference and Reservations**

34.1 Margin of preference on local service providers may be allowed if it is deemed that the services require participation of foreign tenderers. If so allowed, it will be indicated in the **TDS**.

34.2 Where it is intended to reserve the contract to specific groups under Small and Medium Enterprises, or enterprise of women, youth and /or persons living with disability, who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses/firms belonging to the specified group are eligible to tender as specified in the **TDS**. Otherwise, if not so stated, the invitation will be open to all tenderers.

## **35 Evaluation of Tenders**

- 35.1 KPLC shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, KPLC shall determine the Best Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:
- a) Substantially responsive to the tendering document; and
  - b) The lowest evaluated cost.
- 35.2 In evaluating the Tenders, KPLC will determine for each Tender the evaluated Tender cost by adjusting the Tender price as follows:
- a) Price adjustment due to discounts offered in accordance with ITT 16.4;
  - b) price adjustment due to quantifiable non material non-conformities in accordance with ITT 31.3;
  - c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 33; and
  - d) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.
- 35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.
- 35.4 In the case of multiple contracts or lots, Tenderers are allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) and for combinations, including any discounts offered in the Form of Tender, is specified in Section III, Evaluation and Qualification Criteria. For one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT
- 35.5. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

## **36 Comparison of Tenders**

- 36.1 KPLC shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 35.2 to determine the Tender that has the lowest evaluated cost.

## **37 Abnormally Low Tenders and Abnormally High**

### **Tenders Abnormally Low Tenders**

- 37.1 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price.
- 37.2 In the event of identification of a potentially Abnormally Low Tender, KPLC shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.
- 37.3 After evaluation of the price analyses, in the event that KPLC determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, KPLC shall reject the Tender.

### **Abnormally High Tenders**

- 37.4 An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that KPLC is concerned that it (KPLC) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.
- 37.5 In case of an abnormally high price, KPLC shall make a survey of the market prices, check if the estimated cost

of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. KPLC may also seek written clarification from the tenderer on the reason for the high tender price. KPLC shall proceed as follows:

- i) If the tender price is abnormally high based on wrong estimated cost of the contract, KPLC may accept or not accept the tender depending on KPLC's budget considerations.
- ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, KPLC shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case maybe.

37.6 If KPLC determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), KPLC shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

### **38 Unbalanced and/or Front-Loaded Tenders**

38.1 If in KPLC's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or front loaded, KPLC may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tender document.

38.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, KPLC may as appropriate:

- a) Accept the Tender; or
- b) require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding 10% of the Contract Price; or
- c) agree on a payment mode that eliminates the inherent risk of KPLC paying too much for undelivered works; or
- d) Reject the Tender.

### **39 Qualification of the Tenderer**

39.1 KPLC shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

39.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 18. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender.

39.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event KPLC shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

### **40 Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders**

40.1 KPLC reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to Contract Award, without there by incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

## **F. Award of Contract**

### **43 Award Criteria**

43.1 KPLC shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

### **42 Notice of Intention to enter in to a Contract**

42.1 Upon award of the contract and Prior to the expiry of the Tender Validity Period KPLC shall issue a Notification

of Intention to Enter into a Contract/Notification of a ward to all tenderers which shall contain, at a minimum, the following information:

- a) The name and address of the Tenderer submitting the successful tender;
- b) The Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in(c) above already reveals the reason;
- d) the expiry date of the Stand still Period; and
- e) instructions on how to request a debriefing and/or submit a complaint during the stand still period;

#### **43 Stand still Period**

- 43.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.
- 43.2 Where a Standstill Period applies, it shall commence when KPLC has transmitted to each Tenderer the Notification of Intention to Enter in to a Contract with the successful Tenderer.

#### **44 Debriefing by KPLC**

- 44.1 On receipt of KPLC's Notification of Intention to Enter into a Contract referred to in ITT 42, an unsuccessful tenderer may make a written request to KPLC for a debriefing on specific issues or concerns regarding their tender. KPLC shall provide the debriefing with in five days of receipt of the request.
- 44.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

#### **45 Letter of Award**

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 43.1, upon addressing a complaint that has been filed within the Standstill Period, KPLC shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

#### **46 Signing of Contract**

- 46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, KPLC shall send the successful Tenderer the Contract Agreement.
- 46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to KPLC.
- 46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period

#### **47 Performance Security**

- 47.1 Within twenty-one (21) days of the receipt of the Form of Acceptance from KPLC, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to KPLC. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to KPLC. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless KPLC has agreed in writing that a correspondent financial institution is not required.
- 47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event KPLC may award the Contract to the Tenderer offering the next Best Evaluated Tender.

## **48 Publication of Procurement Contract**

- 48.1 Within fourteen days after signing the contract, KPLC shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:
- a) Name and address of KPLC;
  - b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
  - c) The name of the successful Tenderer, the final total contract price, the contract duration.
  - d) Dates of signature, commencement and completion of contract;
  - e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

## **49 Adjudicator**

- 49.1 KPLC proposes the person named **in the TDS** to be appointed as adjudicator or under the Contract, at an hourly fee specified in **the TDS**, plus reimbursable expenses. If the Tenderer disagrees with this Tender, the Tenderer should so state in the Tender. If, in the Form of Acceptance, KPLC has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

## **50 Procurement Related Complaints and Administrative Review**

- 50.1 The procedures for making a Procurement-related Complaint are as specified in the **TDS**.
- 50.2 A request for administrative review shall be made in the form provided under contract forms.

## SECTION II - TENDER DATA SHEET (TDS)

The following specific data for the Non-Consulting Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions here in shall prevail over those in ITT.

*[Where a new-procurement system is used, modify the relevant parts of the TDS accordingly to reflect thee-procurement process].*

*[Instructions for completing the Tender Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITT].*

ITT Reference	General
ITT 1.1	The reference number of the invitation to tenders is <b>KP1/9A.2/OT/029/CS/24-25</b> The procuring entity is <b>Kenya Power &amp; Lighting Company PLC</b> . The name of the contract is <b>For Provision of Private Debt Collection Services</b> The number and identification of this Invitation for Tenders is: <b>RFx 1000002796</b>
ITT 2.1 (a)	<b>Electronic – Procurement System</b> KPLC shall use the following electronic-procurement system to manage this tendering process: <b>SAP Tendering Portal on <a href="http://www.kplc.co.ke">www.kplc.co.ke</a></b> (NB: <b>Bidders are required to be registered via this link to be able to participate in this tender</b> ) The electronic-procurement system shall be used to manage the following aspects of the tendering process: <b>(Issuing Tendering document, submission of Tenders, opening of Tenders)</b> Proof of receipt will be done via the bidder’s <b>Submitted Response Number</b> for RFx <b>No.1000002796</b>
ITT 3.1	The declaration not to engage in corruption is provided under Form SD1 & SD2 Self Declaration form.
ITT 4.1	1) Eligible Tenderers are Private Debt collectors operating in Kenya 2) Joint Ventures shall be applicable.
ITT 4.2	Definition of relative will be as provided for under Section 59(2)(b) of the Public Procurement and Asset Disposal Act, 2015
ITT 4.6	A list of debarred firms and individuals is available on the PPRA’s website: <a href="http://www.ppra.go.ke">www.ppra.go.ke</a>
ITT 4.8	A tenderer shall provide such documentary evidence of eligibility satisfactory to KPLC, as KPLC shall reasonably request.
ITT 4.10	The information to be provided in the Declaration form
ITT 4.14	Submission of TCC, PIN, CR12, Registration Certificate
ITT 5.1 (iv)	To include the Tender Submission Checklist
	<b>A. Contents of a Tendering Document</b>
ITT 7.1	There is no site visit for this tender.
ITT 8.1	A pre-tender/ Pre- Bid conference will <b>on 04<sup>th</sup>March 2025</b> at 10.a.m at Stima Plaza
ITT 8.2	The inquiries/questions must be received by KPLC at least 7 days before tender closing date  (a) Address where to send inquiries is General Manager, Supply Chain & Logistics, The Kenya Power and Lighting Company PLC, Stima Plaza, 3rd Floor Kolobot Road, Parklands P.O Box 30099 - 00100 Nairobi, Kenya Telephone:+254-20-3201821 Electronic mail address: <a href="mailto:procurement@kplc.co.ke">procurement@kplc.co.ke</a> , <a href="mailto:JMutai@kplc.co.ke">JMutai@kplc.co.ke</a> , <a href="mailto:mmbacha@kplc.co.ke">mmbacha@kplc.co.ke</a>  (b) KPLC will publish its response at the website <a href="http://www.kplc.co.ke">www.kplc.co.ke</a>

<b>ITT 8.4</b>	The minutes of the pre-tender meeting shall be published on the website and portal.
<b>ITT9.1</b>	Any clarifications in writing on the tender document must be received <b>seven (7) days before tender closing date.</b>
<b>ITT 13.1 (e)</b>	The written confirmation of authorization to sign on behalf of the tenderer shall consist of; <ul style="list-style-type: none"> <li>(a) A company resolution in case of a Director signing (not applicable where the company has got only one director, or where all Directors have signed)</li> <li>(b) Power of attorney where a person other than the director signing accompanied by a company resolution.</li> </ul>
	<b>B. Preparation of Tenders</b>
<b>ITT 13.1 (h)</b>	Documentary evidence indicating that Services Rendered will conform to the tendering document will include a Warranty in Section VII for the period indicated. <i>(This services does not require warranty period)</i>
<b>ITT 16.6</b>	Price quoted shall be <b>inclusive of a 0.03% Public Procurement Capacity Building Levy of the contract value exclusive of VAT.</b> The Levy shall be deducted from the suppliers payment during contract implementation and remitted to PPRA as stipulated in the Public Procurement Capacity Building Levy order 2023 effective for all tenders published after <b>1<sup>st</sup> September 2024</b>
<b>ITT 16.7</b>	The prices quoted by the Tenderer <b>shall not</b> be subject to adjustment during the performance of the contract.
<b>ITT 20</b>	The Tender validity period shall be <i>(180)</i> days
<b>ITT 21.1</b>	A Tender Security of <b>Kshs. 100,000.00 shall be required and it shall be valid for 210 days after</b> the date of bid submission.
<b>ITT 21.3</b>	The Tender Security shall be in the following forms only: <ul style="list-style-type: none"> <li>i. a bank guarantee;</li> <li>ii. a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya.</li> </ul>
<b>ITT 22</b>	The format of the tender shall be in PDF form.
	<b>C. Submission and Opening of Tenders</b>
<b>ITT 23.1</b>	<b><i>Electronic – Procurement System</i></b> <i>KPLC shall use the following electronic-procurement system to manage this tendering process: SAP Tendering Portal on <a href="http://www.kplc.co.ke">www.kplc.co.ke</a> (NB: Bidders are required to be registered via this link to be able to participate in this tender)</i> <b><i>The electronic-procurement system shall be used to manage the following aspects of the tendering process:</i></b> <i>(Issuing Tendering document, submission of Tenders, opening of Tenders)</i> <b><i>Proof of receipt will be done via the bidder’s Submitted Response Number for RFx No.1000002796</i></b>
<b>ITT 24</b>	Tenders must be received by KPLC by the date and time specified in KPLC’s tendering portal in PDF form. <b><i>The original Tender Security should be kept in an envelope clearly labelled with the Tender number &amp; name and shall be deposited in the Tender Security Box on 3rd Floor Supply Chain Reception at Stima Plaza, Kolobot Road, on or before the opening date.</i></b> <b>The deadline for tender submission is:</b> Date: <b>14<sup>th</sup>March, 2025</b> Time: <b>10.00 a.m.</b>
<b>ITT 27.1</b>	The Tender opening shall take place at: Stima Plaza, Auditorium Kolobot Road. Date: <b>14<sup>th</sup>March, 2025</b> Time: <b>10.30 a.m.</b> The electronic Tender opening procedure shall be: SAP Tendering Portal on <a href="http://www.kplc.co.ke">www.kplc.co.ke</a>
<b>ITT 33.1</b>	The currency that shall be used for tender evaluation and comparison purposes shall be in Kenya Shillings.
<b>ITT 34</b>	A margin of preference and/or reservation ( <b>“shall not”</b> ) apply to this tender.
<b>ITT 35</b>	KPLC shall use the criteria and methodologies listed in this ITT
<b>ITT 35.2 (d)</b>	Additional evaluation factors are as provided for under Section III Evaluation and

	Qualification Criteria																																																																																		
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<b>ITT 43</b>	<b>Award Criteria</b>																																																																																		
	<p><i>Award shall be made as follows</i></p> <ol style="list-style-type: none"> <li><i>1. The award shall be to the lowest evaluated bidder</i></li> <li><i>2. A bidder can be awarded more than one lot</i></li> <li><i>3. Kenya Power shall award the tender to bidders whose rates are equivalent or below the internal cost of collection.</i></li> </ol>																																																																																		
<b>ITT 43.2</b>	The stand still period starts when the notification to enter into a contract is delivered to the contractor.																																																																																		
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Lot 22	VIHIGA	29,000,000.00	30,000.00
Lot 23	SIAYA	27,000,000.00	30,000.00
Lot 24	EMBU	25,000,000.00	30,000.00
Lot 25	LAIKIPIA	24,000,000.00	30,000.00
Lot 26	NYAMIRA	24,000,000.00	30,000.00
Lot 27	GARISSA	23,000,000.00	30,500.00
Lot 28	NANDI	18,000,000.00	20,000.00
Lot 29	BOMET	17,000,000.00	20,000.00
Lot 30	TAITA TAVETA	10,000,000.00	20,000.00
Lot 31	BARINGO	10,000,000.00	20,000.00
Lot 32	KITUI	10,000,000.00	20,000.00
Lot 33	ELGEYO MARAkwET	10,000,000.00	20,000.00
Lot 34	MARSABIT	9,000,000.00	20,000.00
Lot 35	MAKUENI	8,000,000.00	20,000.00
Lot 36	ISIOLO	7,000,000.00	20,000.00
Lot 37	WEST POKOT	4,000,000.00	20,000.00
Lot 38	WAJIR	4,000,000.00	20,000.00
Lot 39	THARAKA NITHI	3,000,000.00	20,000.00
Lot 40	MANDERA	3,000,000.00	20,000.00
Lot 41	SAMBURU	3,000,000.00	20,000.00
Lot 42	TURKANA	2,000,000.00	20,000.00
Lot 43	TANA RIVER	1,000,000.00	20,000.00
Lot 44	LAMU	1,000,000.00	20,000.00
<b>ITT 50</b>	The procedures for making a procurement related complaint are detailed in the “Notice of Intention to Award the Contract” herein and are also available from PPRA website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a>		

	<p>If a Tenderer wishes to make a Procurement- related Complaint, the tenderer should submit its complaint following these procedures, in writing (by the quickest means available e.g. email) to:</p> <p>For the Attention:</p> <p>Title/Position: <b>GENERAL MANAGER, SUPPLY CHAIN &amp; LOGISTICS</b></p> <p>Email Address: <a href="mailto:procurement@kplc.co.ke">procurement@kplc.co.ke</a> <a href="mailto:JKngeno@kplc.co.ke">JKngeno@kplc.co.ke</a>;</p> <p>In summary, a Procurement Related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"><li>1. The terms of the tendering document</li></ol> <p>KPLC's decision to award the contract</p>
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## SECTION III – EVALUATION AND QUALIFICATION CRITERIA

### 42 General Provision

1.1 Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

42.1.1 For construction turnover or financial data required for each year-Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year are to be converted) was originally established.

42.1.2 Value of single contract-Exchange rate prevailing on the date of the contract signature.

42.1.3 Exchange rates shall be taken from the publicly available source identified in the ITT. Any error in determining the exchange rates in the Tender may be corrected by KPLC.

1.2 This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. KPLC should use **the Standard Tender Evaluation Report for Goods and Works** for evaluating Tenders.

### 1.3 Evaluation and contract award Criteria

KPLC shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (i) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

## 2 Preliminary examination for Determination of Responsiveness

KPLC will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered non-responsive and will not be considered further.

*[KPLC will provide the preliminary evaluation criteria. To facilitate this, a template may be attached or clearly described information and list of documentation to be submitted by Tenderers to enable preliminary evaluation of the Tender]*

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

**2.1 Part 1 - Preliminary Evaluation under Paragraph 35 of the ITT. These are mandatory requirements. They shall include confirmation of the following: -**

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

2.1.2 **Submission of:**

(a) **Duly completed and signed Form of Tender**

(b) **Submission and considering the Confidential Business Questionnaire: -**

i) **Duly completed and signed**

- ii) *That the Tenderer is not ineligible as per ITT 4.*
  - (c) *Certificate of Independent Tender Determination duly completed and signed.*
  - (d) *Self-Declaration Form(s) SD 1 & SD2 duly completed and signed*
  - (e) *Submission of Declaration and Commitment in the Code of Ethics, duly completed and signed.*
  - (f) *Considering Audited financial statements are those that are reported within eighteen (18) calendar months of the date of the tender document and confirming the auditors practicing license number (NB: Bidders must clearly indicate the Auditor's ICPAK practicing license registration number in the audited financial statements report.) For companies that are registered or incorporated within the last one year calendar, of the date of tender document, the bank statements submitted covering a period of at least six months prior to the date of the tender document. The copies should be certified by Bank issuing the statements. The certification should be original)*
  - (g) *Submission of certificates of good conduct of the individuals involved in the execution of the contract.*
  - (h) *Beneficial Ownership Form duly completed and signed.*
- 2.1.3 *Submission and considering the following: -*
- a) *Tenderer's Registration/ incorporation certificate*
  - b) *Tenderer's PIN Certificate.*
  - c) *Tenderer's Valid Tax Compliance Certificate.*
- 2.1.4 *That the Tender is valid for the period of 180 days.*
- 2.1.5 *Submission and considering the Confidential Business Questionnaire: -*
- a) *Duly completed and signed*
  - b) *That the Tenderer is not ineligible as per ITT 3.*
- 2.1.6 *Names with full contact as well as physical addresses of previous customers of similar services and reference letters from at least four (4) previous customers*
- 2.1.7 *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.*

***Tenders will proceed to the Technical Evaluation Stage only if they are found to be compliant with Part 1 above,***

***Preliminary Evaluation under ITT 31.***

## ***2. Part II – Technical Evaluation and Comparison of Tenders under ITT 31.3.***

***2.1 Technical Evaluation of the bidder's responsiveness is based on two (2) stages.***

1. *Scoring Criteria - Documents verification – threshold score of 75%*
2. *Details of Service*

### ***2.1.1. Scoring Part:***

*Evaluation of the bidder's responsiveness to a Scoring Criteria: The total score is 100%. Only tenders who will have attained a threshold score (75 out of 100) 75% in the technical evaluation stage will proceed to the next stage.*

NO.	EVALUATION ATTRIBUTE	MAXIMUM SCORE
1	<p><b>Company Profile</b></p> <p><i>Established Debt Management Company with reporting structures (2 marks).</i></p>	2
2	<p><b>Previous experience in debt collection in terms of no. of years engaged in the business of Debt Management</b></p> <p>(i) Between 1-5 years (5 marks) Greater than 5 but upto 10 years (7 marks) (iii) Greater than 10 years but less than 15 years (10 marks) (iv) 15 years and above (15 marks)</p> <p>(Attached qualification Information Form)</p>	15
3	<p><b>Reference letters</b></p> <p>Reference letters from listed companies or state corporations served with similar credit management services (attach official reference letters)</p> <p><b>One Reference letter 5 marks</b> <b>Two Reference letters 10 Marks</b> <b>Three Reference letters 15 Marks</b> <b>Four Reference letters 20 Marks</b></p> <p>(Accomplishment letter(s) from clients served must be provided)</p>	20
4	<p><b>Key competences (demonstrating key employees and qualifications on debt collection and a related profession).</b></p> <p>i) Credit Manager – (Total 15 Marks)</p> <p>a) -Business Related Degree (5 marks) b) Recognized professional credit management certificate. (5 marks)- c) Membership to Recognized professional Body (eg ICPAK, LSK, Auctioneers Licensing Board (5 Marks)</p> <p>(Proof through Certificate/ Registration Certificate/ Practicing license)</p> <p>Credit Officers-at least 5 officers with accredited/recognized professional management certificate. (2 marks each) – (Total 10 marks)</p>	25
5	<p>The Tenderer's undertaking that the key management and technical personnel will be available for the contract (5 Marks)</p>	5
6	<p>Technical staff to personally give an undertaking that they will be available. (3 Marks)</p>	3
7	<p><b>Physical facilities</b></p> <p>(i) Office in each Lot Quoted (5 marks)</p> <p>(Attach copies of lease (Lease</p>	5

	<p><i>should be that issued 6 months prior to the date of tender document), title deed and Business Permit from the County Government</i></p> <p>(ii) <i>Ownership of vehicles and motorcycles</i> <b>(5 marks)</b> <i>(attach logbooks or lease agreements)</i></p> <p>(iii) <i>Computers and office furniture</i> <b>(3 marks)</b></p>	
8	<p><b>Capacity to undertake Debt Management duties.</b></p> <p>i. <i>Volume of business with a client</i></p> <p>(i) <b><i>Between Kshs 100,000 and 1 Million (5 marks)</i></b></p> <p>(ii) <b><i>Between 1 million and 5 million (10 marks)</i></b></p> <p>(iii) <b><i>above 5 million but not exceeding 10 million (15 marks)</i></b></p> <p>(iv) <b><i>above 10 million but not exceeding 15 million (20 marks)</i></b></p> <p>(v) <b><i>15 million and above (25 marks)</i></b></p> <p><i>(attach a letter from client(s) served)</i></p>	25
	<b>TOTAL</b>	<b>100</b>

**Financial Evaluation (ITT 35). These are mandatory requirements**

This will include the following: -

- a) *Confirmation of and considering Price/rates Schedule duly completed and signed.*
- b) *Checking that the Tenderer has quoted prices based on all costs including duties, levies, Value Added Tax (V.A.T), Withholding Tax and other taxes payable and delivery to the premises of KPLC or designated site(s)*
- c) *Confirming that there are no arithmetical errors*
- d) *Conducting a financial analysis*
- e) *Taking into account the cost of any deviation(s) from the tender requirements*
- f) *Considering information submitted in the Confidential Business Questionnaire against other information in the bid including:-*
  - i) *Declared maximum value of business*
  - ii) *Shareholding and citizenship for preferences where applicable.*
- g) *Checking the Supplier's offered Terms of Payment meets Kenya Power's requirements.*

**4. Post Qualification Criteria (ITT 38) Post qualification and Contract award (ITT 39), more specifically,**

- a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.

- b) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.
- i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the services cash flow of Kenya Shillings.
  - ii) Minimum average annual turnover of Kenya Shillings \_\_\_\_\_ [insert amount], equivalent calculated as total certified payments received for contracts in progress and/or completed within the last \_\_\_\_\_ [insert of year] years.]
  - iii) At least \_\_\_\_\_ (insert number) of contract (s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime insurer, or joint venture member or sub-contractor each of minimum value Kenya shillings equivalent.
  - iv) Other conditions depending on their seriousness.

**a) History of non-performing contracts:**

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last \_\_\_\_\_ (specify years). The required information shall be furnished in the appropriate form.

**b) Pending Litigation**

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above. If pending litigation will be resolved against the Tenderer, Tenderer shall provide information on pending litigations in the appropriate form.

**c) Litigation History**

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last \_\_\_\_\_ (specify years). All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

## SECTION IV- TENDERING FORMS

### 1. Form of Tender

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

Date: \_\_\_\_\_

Tender No. \_\_\_\_\_

**To:**

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

**Date of this Tender submission:** .....[insert date (as day, month and year) of Tender submission]

**ITT No.:** ..15.1 .....[insert number of Tendering process]

To: ..... [Insert complete name of Procuring Entity]

- a) **No reservations:** We have examined and have no reservations to the tendering document, including Addenda issued in accordance with ITT 9;
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 4;
- c) **Tender-Securing Declaration:** We have not been suspended nor declared ineligible by KPLC based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT 21;
- d) **Conformity:** We offer to provide the Debt Collection Services in conformity with the tendering document.
- e) **Commission rate (percentage)**

i) The Commission rate (%) is as tabulated below:


- ii) The discounts offered are: [Specify in detail each discount offered.]
- iii) The exact method of calculations to determine the net price after application of discounts is shown below: [Specify in detail the method that shall be used to apply the discounts];
- f) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 19.1(as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS 23.1(as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- g) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;
- h) **One Tender Per Tenderer:** We are not submitting any other Tender (s) as an individual Tenderer, and we are not participating in any other Tender (s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 4.3, other than alternative Tenders submitted in accordance with ITT 14;
- i) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or care management Providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not in eligible under Kenya's official regulations or pursuant to a decision of the United Nations Security Council;
- j) **State-owned enterprise or institution:** [select the appropriate option and delete the other] [We are not a state- owned enterprise or institution]/ [We are a state-owned enterprise or institution but meet the requirements of ITT 4.6];
- k) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: [insert complete name of each Recipient, including full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity,]

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

[Delete if not appropriate, or amend to suit] We confirm that we understand the provisions relating to Standstill Period as described in this tendering document and the Procurement Regulations.

- (m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (n) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive;
- (o) **Fraud and Corruption:** We here by certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- (p) **Collusive practices:** We here by certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent tender Determination” attached below; and
- (q) **Code of Ethical Conduct:** We under take to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from (specify website) during the procurement process and the execution of any resulting contract.
- (r) **Beneficial Ownership Information:** We have provided to KPLC the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form.
- (s) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:
  - (i) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.

- (ii) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
- (iii) Self-Declaration of the Tenderer—to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
- (iv) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “*Appendix 1-Fraud and Corruption*” attached to the Form of Tender.

Name of the Tenderer: \*[insert complete name of person signing the Tender]

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: \*\*:..... [insert complete name of person duly authorized to sign the Tender]

**Title of the person signing the Tender:**..... [insert complete title of the person signing the Tender ]

**Signature of the person named above :**..... [insert signature of person whose name and capacity are shown above]

**Date signed:**..... [insert date of signing] day of [insert month], [insert year].

**Notes:**

***INSTRUCTIONS TO TENDERERS***

- i) All italicized text is to help the Tenderer in preparing this form.*
- ii) The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.*
- iii) Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (s) below.*

## A. TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE

### Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

#### a) Tenderer's details

	ITEM	DESCRIPTION
1	Name of KPLC	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	If a Kenyan tenderer, he/she has provided a current tax clearance certificate or tax exemption certificate issued by the the Kenya Revenue Authority.	
11	State if Tenders Company is listed in stock exchange, give name and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of state which stock exchange	

### General and Specific Details

(b) **Sole Proprietor**, provide the following details.

Name in full \_\_\_\_\_ Age \_\_\_\_\_

Nationality \_\_\_\_\_ Country of Origin \_\_\_\_\_

Citizenship \_\_\_\_\_

(c) **Partnership**, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

(d) **Registered Company**, provide the following details.

i) Private or public Company.....

- ii) State the nominal and issued capital of the Company.....
- Nominal Kenya Shillings (Equivalent).....
- Issued Kenya Shillings (Equivalent).....

i) Give details of Directors as follows.

	<b>Names of Director</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
1				
2				
3				

e) **DISCLOSURE OF INTEREST-Interest of the Firm in KPLC.**

- i) Are there any person/persons in..... (Name of Procuring Entity) who has/ have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	<b>Names of Person</b>	<b>Designation in KPLC</b>	<b>Interest or Relationship with Tenderer</b>
1			
2			
3			

ii) **Conflict of interest disclosure**

	<b>Type of Conflict</b>	<b>Disclosure YES OR NO</b>	<b>If YES provide details of the relationship with Tenderer</b>
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer, or influence the decisions of KPLC regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of KPLC who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of KPLC who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	stated in item 7 and 8 above been resolved in a manner acceptable to KPLC throughout the tendering process and execution of the Contract?		

**f) Certification**

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name \_\_\_\_\_

Title or Designation \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## B. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the \_\_\_\_\_ [Name of Procuring Entity] for: \_\_\_\_\_ [Name and number of tender] in response to the request for tenders made by: \_\_\_\_\_ [Name of Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of \_\_\_\_\_ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) Has been requested to submit a Tender in response to this request for tenders;
  - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
  - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - b) The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document (s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) methods, factors or formulas used to calculate prices;
  - c) the intention or decision to submit, or not to submit, a tender; or
  - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
*and signature of authorized agent of Tenderer and Date]*

**SELF-DECLARATION FORMS**

**FORM SD1**

**SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED  
IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL  
ACT 2015**

I, ....., of Post Office Box ..... being a resident of ..... in the Republic of ..... do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director /Principal Officer/Director of ..... (*Insert name of the Company*) who is a Bidder in respect of **Tender No.** ..... for..... (*Insert tender title/description*) for ..... (*Insert name of KPLC*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

..... (Signature) ..... (Date) ..... (Title)

Bidder Official Stamp



**DECLARATION AND COMMITMENT TO THE CODE OF ETHICS**

I, .....(person) on behalf of (*Name of the Business/Company/ Firm*) ..... declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized Signatory .....

Sign.....

Position.....

Office address..... Telephone..... E-mail .....

Name of the Firm/Company.....

Date .....

**(Company Seal/ Rubber Stamp where applicable)**

Witness Name .....

Sign .....

Date .....

## **D. APPENDIX 1-FRAUD AND CORRUPTION**

*(Appendix 1 shall not be modified)*

### **1. Purpose**

The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

### **2. Requirements**

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents(whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

- i) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- ii) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
- iii) Without limiting the generality of the subsection (1) and (2), the person shall be: -
  - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
  - b) if a contract has already been entered into with the person, the contract shall be voidable;
- iv) The voiding of a contract by KPLC under subsection (7) does not limit any legal remedy KPLC may have;
- v) An employee or agent of KPLC or a member of the Board or committee of KPLC who has a conflict of interest with respect to a procurement—
  - a) Shall not take part in the procurement proceedings;
  - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
  - c) shall not be a subcontractor for the tenderer to whom was awarded contract, or a member of the group of tenderers of whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
- vi) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to KPLC;
- vii) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

Incompliance with Kenya's laws, regulations and policies mentioned above, KPLC:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
- i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v) “obstructive practice” is:
    - Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/ or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of KPLC or the tenderer or the contractor, and includes collusive practices amongst 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.
- c) Rejects a proposal for award<sup>1</sup> of a contract if PPR A determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
  - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (I e s) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
  - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect<sup>2</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
  - f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

<sup>1</sup> For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by KPLC to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

**SCHEDULE OF PRICES FORM**

Lot	County	Debt Amount	Commission Rate (%) PPCBL Inclusive & VAT Exclusive.	Commission Rate (%) PPCBL Inclusive & VAT Inclusive
Lot 1	KIAMBU	269,000,000.00		
Lot 2	MACHAKOS	236,000,000.00		
Lot 3	KISUMU	165,000,000.00		
Lot 4	KILIFI	161,000,000.00		
Lot 5	NYERI	148,000,000.00		
Lot 6	MIGORI	92,000,000.00		
Lot 7	MURANGA	90,000,000.00		
Lot 8	KISII	82,000,000.00		
Lot 9	BUNGOMA	81,000,000.00		
Lot 10	MERU	78,000,000.00		
Lot 11	KAJIADO	72,000,000.00		
Lot 12	KAKAMEGA	54,000,000.00		
Lot 13	HOMABAY	49,000,000.00		
Lot 14	KWALE	47,000,000.00		
Lot 15	KERICHO	44,000,000.00		
Lot 16	NYANDARUA	42,000,000.00		
Lot 17	BUSIA	41,000,000.00		
Lot 18	NAROK	38,000,000.00		
Lot 19	UASIN GISHU	36,000,000.00		
Lot 20	KIRINYAGA	32,000,000.00		
Lot 21	TRANS NZOIA	30,000,000.00		
Lot 22	VIHIGA	29,000,000.00		
Lot 23	SIAYA	27,000,000.00		
Lot 24	EMBU	25,000,000.00		
Lot 25	LAIKIPIA	24,000,000.00		
Lot 26	NYAMIRA	24,000,000.00		
Lot 27	GARISSA	23,000,000.00		
Lot 28	NANDI	18,000,000.00		
Lot 29	BOMET	17,000,000.00		
Lot 30	TAITA TAVETA	10,000,000.00		
Lot 31	BARINGO	10,000,000.00		
Lot 32	KITUI	10,000,000.00		
Lot 33	ELGEYO MARAkwET	10,000,000.00		
Lot 34	MARSABIT	9,000,000.00		
Lot 35	MAKUENI	8,000,000.00		
Lot 36	ISIOLO	7,000,000.00		
Lot 37	WEST POKOT	4,000,000.00		
Lot 38	WAJIR	4,000,000.00		
Lot 39	THARAKA NITHI	3,000,000.00		
Lot 40	MANDERA	3,000,000.00		
Lot 41	SAMBURU	3,000,000.00		
Lot 42	TURKANA	2,000,000.00		
Lot 43	TANA RIVER	1,000,000.00		
Lot 44	LAMU	1,000,000.00		

**Notes:**

- i. *The Private Debt Collector shall be paid a rate -based commission. The rates shall remain in force for the entire contract period w.e.f the date of signing the contract.*
- ii. *The Private Debt Collector shall quote the rates in percentage.*
- iii. *Bidders must quote one fixed rate for the provision of the service as described in sections above.*
- iv. *The rate pages must be signed, dated, and stamped*

## TENDERER INFORMATION FORM

*[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: .....*[insert date (as day, month and year) of Tender submission]*

ITT No.: .....*[insert number of Tendering process]*

Alternative No.: .....*[insert identification No if this is a Tender for an alternative]*

1. Tenderer's Name <i>[insert Tenderer's legal name]</i>
3. Tenderer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Tenderer's year of registration: <i>[insert Tenderer's year of registration]</i>
5. Tenderer's Address in country of registration: <i>[insert Tenderer's legal address in country of registration]</i>
6. Tenderer's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4.  <input type="checkbox"/> A current tax clearance certificate or tax exemption certificate issued by the the Kenya Revenue Authority, if tender is a Kenyan tenderer, in accordance with ITT 4.15.  <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: <ul style="list-style-type: none"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> <li>• Establishing that the Tenderer is not under the supervision of the agency of KPLC</li> </ul>
2. Included are the organizational chart and a list of Board of Directors

35

## QUALIFICATION INFORMATION

- 1.1 Constitution or legal status of Tenderer: .....[attach copy]  
 Place of registration: ..... [insert]  
 Principal place of business: ..... [insert]  
 Power of attorney of signatory of Tender: ..... [attach]
- 1.2 Services performed as Debt Collector on the provision of Services of a similar nature and volume over the last five years. The values should be indicated. Also list details of Services underway or committed, including expected completion date.

Name of contract	Name of Procuring Entity and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			
(c)			

- 1.3 Audited financial statements are those that are reported within eighteen (18) calendar months: balance sheets, profit and loss statements, auditors' reports, etc. List and attach copies.
- 1.4 Name, address, and telephone, and facsimile numbers of banks that may provide references if contacted by KPLC.
- 1.5 Information regarding any litigation, current or within the last five years, in which the Tenderer is or has been involved.
- Other party(ies) Cause of dispute Details of litigation award Amount involved
- a) \_\_\_\_\_
- b) \_\_\_\_\_
- 1.6 Statement of compliance with the requirements of ITT 4.2.
- 1.7 Any additional information required \_\_\_\_\_

# 1. NOTIFICATION OF INTENTION TO AWARD

*[This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender.] [Send this Notification to the Tenderer's Authorized Representative named in the Tenderer Information Form]*

1) For the attention of Tenderer's Authorized Representative Name: .....  
*[insert Authorized Representative's name]*

Address: .....*[insert Authorized Representative's Address]*

Telephone numbers: .....*[insert Authorized Representative's telephone/fax numbers]*

Email Address: .....*[insert Authorized Representative's email address]*

**[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]**

**DATE OF TRANSMISSION:** This Notification is sent by: *[email/fax]* on *[date]* (local time)

**Procuring Entity:** .....*[insert the name of the Procuring Entity]*

**Contract title:** .....*[insert the name of the contract]*

**ITT No:** .....*[insert ITT reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) Request a debriefing in relation to the evaluation of your Tender, and/or
- b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

**The successful Tenderers are listed below.**

1	2	3	3
No of item to be insured	Description of Item	Name of Tenderer	Tender Price
No 1			
No 2			
No 3			

2) Other Tenderers **[INSTRUCTIONS: insert names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.]**

1	2	3	3
No of item to be insured	Description of Item	Name of Tenderer	Tender Price
No 1			
No 2			
No 3			

### 3) How to request a debriefing

**DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).**

You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

**Attention:**.....[insert full name of person, if applicable]

**Title/position:** .....[insert title/position]

**Agency:**.....[insert name of Procuring Entity]

**Email address:**.....[insert email address]

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

### 4) How to make a complaint

**Period: Procurement-related Complaint challenging the decision to award shall be submitted by [insert date and time].**

Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:

**Attention:**.....[insert full name of person, if applicable]

**Title/position:**.....[insert title/position]

**Agency:**.....[insert name of Procuring Entity]

**Email address:**.....[insert email address]

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required to support the complaint.
5. The application must be accompanied by the fees set out in the Procurement Regulations, which shall not be refundable (information available from the Public Procurement Authority at [complaints@ppra.go.ke](mailto:complaints@ppra.go.ke) or [info@ppra.go.ke](mailto:info@ppra.go.ke))

**5) Standstill Period**

DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time). The Standstill Period lasts fourteen (14) Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.  
If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of KPLC:

**Signature:** \_\_\_\_\_ **Name:** \_\_\_\_\_  
**Title/position:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

## 2 REQUEST FOR REVIEW

### FORM FOR REVIEW(r.203(1))

#### PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of KPLC of .....dated the...day of .....20.....in the matter of Tender No.....of .....20..... for .....(Tender description).

#### REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....P. O. Box No..... Tel. No.....Email ....., hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:

- 1.
- 2.

By this memorandum, the Applicant requests the Board for an order/orders that:

- 1.
- 2.

SIGNED .....(Applicant) Dated on.....day of ...../...20.....

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FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of .....20.....

**SIGNED**

**Board Secretary**

## 3 LETTER OF AWARD

*[Form head paper of KPLC]*

.....*[date]*

To:.....*[name and address of the Insurance Provider]*

This is to notify you that your Tender dated.....*[date]* for execution of the.....*[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of.....*[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is here by accepted by us (Procuring Entity).

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section X, Contract Forms, of the tender document.

Please return the attached Contract dully signed Authorized Signature .....

Name and Title of Signatory :.....

Name of Agency: .....

Attachment: Contract

#### 4 FORM OF CONTRACT

*[Form head paper of KPLC]*

#### LUMP-SUM REMUNERATION

This CONTRACT (here in after called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Entity]* (here in after called the “Procuring Entity”) and, on the other hand, *[name of Service Provider]* (here in after called the “Debt Collector”).

*[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows:“... (here in after called the “Procuring Entity”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to KPLC for all the Service Provider's obligations under this Contract, namely, [name of Debt Collection Provider] and [name of Provider] (here in after called the “Service Provider”).]*

#### WHEREAS

- a) KPLC has requested the debt collector to provide certain Services as defined in the General Conditions of Contract attached to this Contract (here in after called the “Services”);
- b) the Debt Collector, having represented to KPLC that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
  - a) The General Conditions of Contract;
  - b) The Special Conditions of Contract;
  - c) The Priced Schedule of submitted by the service provider and agreed upon with KPLC;
  - d) KPLC’s Letter of Award
  - e) Schedule of service Requirements
  - f) Letter of Acceptance of Award
  - g) Service Level Agreements(SLA)
  - h) Details of service
  - i) Tender Form signed by the Contractor
  - j) Beneficial Ownership Form
  - k) Self-Declaration of the Tenderer (Form SD1 & SD2) signed by the Service Provider
  - l) Declaration and Commitment to the Code of Ethics signed by the Service Provider
  - m) Certificate of good conduct of the individual involved in the execution of contract.
- 2. The mutual rights and obligations of KPLC and the Debt Collection Provider shall be as set forth in the Contract, in particular:
  - a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
  - b) KPLC shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHERE OF, the Parties here to have caused this Contract to be signed in the irrespective names as of the day and year first above written.

For and on behalf of..... *[name of Procuring Entity] [Authorized Representative]*

For and on behalf of *[name of Service Provider] [Authorized Representative]*

*[Note: If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Service Provider.....*[name of member] [Authorized Representative]*  
*[name of member] [Authorized Representative]*



\_\_\_\_\_ )  
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"*
4. *The Tender validity period is ONE HUNDREND AND EIGHT DAYS (180) days as set out in the Invitation to Tender (at Section I of the Tender document) or as otherwise may be extended by KPLC. Therefore the Tender Security must at all times be valid for at least 30 days beyond the tender validity period.*

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**PART II – SCHEDULE OF  
REQUIREMENTS**

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Lot	County	Debt Amount
Lot 1	KIAMBU	269,000,000.00
Lot 2	MACHAKOS	236,000,000.00
Lot 3	KISUMU	165,000,000.00
Lot 4	KILIFI	161,000,000.00
Lot 5	NYERI	148,000,000.00
Lot 6	MIGORI	92,000,000.00
Lot 7	MURANGA	90,000,000.00
Lot 8	KISII	82,000,000.00
Lot 9	BUNGOMA	81,000,000.00
Lot 10	MERU	78,000,000.00
Lot 11	KAJIADO	72,000,000.00
Lot 12	KAKAMEGA	54,000,000.00
Lot 13	HOMABAY	49,000,000.00
Lot 14	KWALE	47,000,000.00
Lot 15	KERICHO	44,000,000.00
Lot 16	NYANDARUA	42,000,000.00
Lot 17	BUSIA	41,000,000.00
Lot 18	NAROK	38,000,000.00
Lot 19	UASIN GISHU	36,000,000.00
Lot 20	KIRINYAGA	32,000,000.00
Lot 21	TRANS NZOIA	30,000,000.00
Lot 22	VIHIGA	29,000,000.00
Lot 23	SIAYA	27,000,000.00
Lot 24	EMBU	25,000,000.00
Lot 25	LAIKIPIA	24,000,000.00
Lot 26	NYAMIRA	24,000,000.00
Lot 27	GARISSA	23,000,000.00
Lot 28	NANDI	18,000,000.00
Lot 29	BOMET	17,000,000.00
Lot 30	TAITA TAVETA	10,000,000.00
Lot 31	BARINGO	10,000,000.00
Lot 32	KITUI	10,000,000.00
Lot 33	ELGEYO MARAKWET	10,000,000.00
Lot 34	MARSABIT	9,000,000.00
Lot 35	MAKUENI	8,000,000.00
Lot 36	ISIOLO	7,000,000.00
Lot 37	WEST POKOT	4,000,000.00
Lot 38	WAJIR	4,000,000.00
Lot 39	THARAKA NITHI	3,000,000.00
Lot 40	MANDERA	3,000,000.00
Lot 41	SAMBURU	3,000,000.00
Lot 42	TURKANA	2,000,000.00
Lot 43	TANA RIVER	1,000,000.00
Lot 44	LAMU	1,000,000.00

**Notes:**

- i) KPLC is calling for the provision of debt collection services that entails assignment of a specific debt to a Private Debt Collector (PDC).The total debt is Kshs 2,159,000,000.00
- ii) Payment of the debt will be done directly to KPLC by the debtor and the Private debt collector paid commission for such collection.
- iii) The No of Accounts/Amount of Debt assigned to qualifying Private Debt Collectors shall be solely at the discretion of KPLC

## SECTION VI - GENERAL CONDITIONS OF CONTRACT

### A. General Provisions

#### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Schedule of Requirements" is the priced and completed list of items of Services to be performed by the Care Management Service forming part of his Tender;
- b) "Completion Date" means the date of completion of the Services by the Service as certified by KPLC
- c) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- e) "Procuring Entity" means KPLC or party who employs the Care Management Service Provider
- f) "Foreign Currency" means any currency other than the currency of Kenya;
- g) "GCC" means these General Conditions of Contract;
- h) "Government" means the Government of Kenya;
- i) "Local Currency" means Kenya shilling;
- j) "Party" means KPLC or the 'Service Provider, as the case may be, and "Parties" means both of them;
- k) "Personnel" means persons hired by the Care Management Service Provider;
- l) "Care Management Service Provider" is a person or corporate body whose Tender to provide the Services has been accepted by KPLC;
- m) "Care Management Service Tender" means the completed Tendering Document submitted by the Care Management Firm to KPLC
- n) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- o) "Services" means the work to be performed by the Care Management Service Provider pursuant to this Contract, as described in Schedule of Requirements included in the Insurance Provider's Tender.
- p) "Public Procurement Regulatory Authority (PPRA)" shall mean the Government Agency responsible for oversight of public procurement.

#### 1.2 Applicable Law

The Contract shall be interpreted in accordance with the laws of Kenya.

#### 1.3 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

#### 1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, hand delivery, or email to such Party at the address **specified in the SCC**.

#### 1.5 Location

The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as KPLC may approve.

#### 1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by KPLC or the Insurance Provider may be taken or executed by the officials **specified in the SCC**.

## **1.7 Inspection and Audit by the PPRA**

Pursuant to paragraph 2.2e. of Attachment1 to the General Conditions, the Service Provider shall permit and shall cause its subcontractors and sub-consultants to permit, PPRA and/ or persons appointed by PPRA to inspect the Site and/ or the accounts and records relating to the procurement process, selection and/ or contract execution, and to have such accounts and records audited by auditors appointed by PPRA. The Service Provider's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 3.10 which provides, inter alia, that acts intended to materially impede the exercise of PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to PPRA's prevailing sanctions procedures).

## **1.8 Taxes and Duties, e t c**

The Service Provider shall pay such taxes, duties, fees, levies and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## **2 Commencement, Completion, Modification, and Termination of Contract**

### **2.1 Effectiveness of Contract**

This Contract shall come in to effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**.

2.2 Duration and Commencement of Services the Commencement date and duration of the Debt Collection Service cover shall be **specified in the SCC**.

### **2.3. Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

### **2.4 Force Majeure**

#### **2.4.1 Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

#### **2.4.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

#### **2.4.3 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### **2.4.4 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Debt Collection Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## **2.5. Termination**

### **2.5.1 By KPLC**

KPLC may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through of this Sub-Clause 2.5.1:

- a) If the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as KPLC may have subsequently approved in writing;
- b) If the Service Provider become in solvent or bankrupt;
- c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) if the Service Provider, in the judgment of KPLC has engaged in Fraud and Corruption, as defined in paragraph 2.2a. of Attachment1 to the GCC, in competing for or in executing the Contract

### **2.5.2 By the Service Provider**

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to KPLC, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.5.2:

- a) If KPLC fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

### **2.5.3 Payment upon Termination**

Upon termination of this Contract pursuant to Sub-Clauses 2.5.1 or 2.5.2, KPLC shall make the following payments to the Service Provider:

- a) remuneration pursuant to Clause 5 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.5.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.
- c) The Service provider shall pay or refund to KPLC any moneys paid but for which no consume rate services were provided.

## **3. Obligations of the service Provider**

### **3.1 General**

The Service Provider shall perform the Services in accordance with the terms of the signed SLA and the Schedule of Requirements, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to KPLC, and shall at all times support and safeguard KPLC's legitimate interests in any dealings with Subcontractors or third parties.

### **3.2 Conflict of Interests**

#### **3.2.1 Service Provider Not to Benefit from Commissions and Discounts.**

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole

remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

### 3.2.2 Debt Collection Service Provider and Affiliates Not to be Otherwise Interested in Services other than the Debt Collection Services

The Service Provider agree that, during the term of this Contract and after its termination, the service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services for any contingency resulting from or closely related to the Services.

### 3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) During the term of this Contract, any business or professional activities in Kenya which would conflict with the activities as signed to them under this Contract;
- b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

## 3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or KPLC's business or operations without the prior written consent of KPLC.

## 3.4 Reporting Obligations

The Service Provider shall submit to KPLC there ports and documents specified in Appendix B in the form, in the numbers, and within the periods set for thin the said Appendix.

## 3.5 Documents Prepared by the Service Provider to Be the Property of KPLC.

All reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.4 shall become and remain the property of KPLC, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to KPLC, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

## 3.6 Liquidated Damages

### 3.6.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to KPLC at the rate per day **stated in the SCC** for each day that the Service Provider fails to pay the agreed compensation costs beyond or later the agreed date when such compensation should be made. The date by when the compensation costs should be made is specified in **the SCC**. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. KPLC may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

### 3.6.2 Correction for Over-payment

KPLC shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment premium or certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

## 3.7 Performance Security

The Service Provider shall not be required to provide any Performance Security to KPLC.

### **3.8 Fraud and Corruption**

KPLC requires compliance with the Government's Anti-Corruption laws and its prevailing sanctions. KPLC requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

### **4 Service Provider's Personnel**

The Contract shall not obligate the Service Provider to provide any specific personnel for carrying out of the Services.

### **5 Obligations of KPLC**

#### **5.1 Change in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

### **6 Payments to the service Provider**

#### **6.1 Lump-Sum Remuneration**

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum. Except as provided in Sub-Clause 5.1, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.3 and 6.3.

#### **6.2 Contract Price**

The price payable is **set forth in the SCC**.

#### **6.3 Terms and Conditions of Payment**

Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**.

#### **6.4 Interest on Delayed Payments**

If KPLC has delayed payments beyond thirty (30) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in **the SCC**.

### **7 Quality Control**

The contract shall not have any quality control modalities as this is not envisaged in the industry

### **8 Settlement of Disputes**

#### **8.1 Amicable Settlement**

Any party with dispute against the other party shall give notice to the other party, requesting the party to make Good the matters of the dispute. The Parties shall attempt to settle the dispute amicably. If the dispute cannot be settled amicably, the complaining party should move to commence arbitration after thirty days from the day on which a notice was given, even if no attempt at an amicable settlement has been made.

#### **8.2 Arbitration if the Service Provider is a Kenyan firm**

8.2.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably

in accordance with Sub-Clause 8.1 shall be finally settled by arbitration. Arbitration shall be conducted in accordance with the Arbitration Laws of Kenya.

8.2.2 The arbitrators shall have full power to open up, review all matters relevant to the dispute. Nothing shall disqualify representatives of the Parties from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

8.2.3 Arbitration may be commenced prior to or after completion of the services. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the services.

8.2.4 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

8.2.5 In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following institutions the:

- i) Law Society of Kenya, or
- ii) Chartered Institute of Arbitrators (Kenya Branch), or
- iii) Medical Practitioners & Dentist Council, or
- iv) The Actuarial Society of Kenya.

8.2.6 The institution written to first by the aggrieved party shall take precedence over all other institutions.

8.2.7 The award of such Arbitrator shall be final and binding upon the parties.

### **8.3 Failure to Comply with Arbitrator's Decision**

8.3.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other right it may have, refer the matter to a competent Court of law.

### **8.4 Arbitration if the Service Provider is a foreign firm**

8.4.1 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

**SECTION VII - SPECIAL CONDITIONS OF CONTRACT**

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	<p><b>The Parties to the Contract are:</b></p> <p>KPLC is _____</p> <p>The Private Debt Collector Service Provider is _____</p> <p>The contract name is _____</p>
1.4	<p>For <b>notices</b>, KPLC’s address shall be:</p> <p>Attention: <i>[ insert full name of person, if applicable ]</i></p> <p>Postal address (full postal address)</p> <p>Physical Address (full Location Address- <i>insert city, street name, Building named floor number, room number</i>)</p> <p>Telephone: <i>[include telephone number, including country and city codes]</i></p> <p>Electronic mail address: <i>[insert e-mail address, if applicable]</i></p>
1.6	<p>The Authorized Representatives are:</p> <p>For KPLC: _____</p> <p><i>[Name, Postal Address, Email, Telephone Number]</i></p> <p>For the Private Debt Collector Service Provider: _____</p> <p><i>[Name, Postal Address, Email, Telephone Number]</i></p>
2.1	<p>The date on which this Contract shall come into effect is _____.</p>
2.2	<p>The Commencement date and duration of the Debt collection Services shall be:</p> <p>Commence after the sign of the contract.</p> <p>Duration of the coverage is -----</p>
3.2.3 (c )	<p>After the termination of this Contract, the activities are:</p> <p>_____</p> <p>_____</p>
3.6.1	<p>The liquidated damages per day is _____</p> <p>The date by when the compensation costs should be made is _____ days.</p> <p>The total amount of liquidated damages shall not exceed _____</p>
6.2 – 6.3	<p>Contract Price is _____</p> <p>The price shall be made on a quarterly basis</p> <p>or the price shall be made on monthly installments of _____</p>
8.4.1	<p>The rules of procedure for arbitration proceedings <b>with a foreign Service Provider</b> shall be as follows:</p> <p><i>[For contracts entered into with foreign sellers, International commercial arbitration may have practical advantages over other dispute settlement methods].</i></p> <p>(i) <b><i>If KPLC chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:</i></b></p> <p>Any dispute, controversy or claim arising out of or relating to this Contract, or breach,</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p>(ii) <i>If KPLC chooses the Rules of ICC, the following sample clause should be inserted:</i></p> <p>All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of <i>the International Chamber of Commerce</i> by one or more arbitrators appointed in accordance with said Rules.</p> <p>(iii) <i>If KPLC chooses the Rules of Arbitration Institute of Stockholm Chamber of Commerce, the following sample clause should be inserted:</i></p> <p>Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.</p> <p>(iv) <i>If KPLC chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:</i></p> <p>Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.</p>

## APPENDIX TO THE CONTRACT

*The Appendix to the contract shall be SLA between Kenya Power and Private Debt Collectors that shall provide a description of the Services.*

**BENEFICIAL OWNERSHIP DISCLOSURE FORM**

**(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)**

**INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM**

*This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.*

Tender Reference No.: \_\_\_\_\_ [insert identification  
no] Name of the Tender Title/Description: \_\_\_\_\_ [insert name of the  
assignment] to: \_\_\_\_\_ [insert complete name of Procuring Entity]

In response to the requirement in your notification of award dated \_\_\_ [insert date of notification of award] to furnish additional information on beneficial ownership: \_\_\_\_\_ [select one option as applicable and delete the options that are not applicable]

I) We here by provide the following beneficial ownership information.

Details of beneficial ownership

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
1.	Full Name		Directly----- ----- % of shares  Indirectly---- ----- % of shares	Directly..... .....% of voting rights  Indirectly----- % of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No----  2. Is this right held directly or indirectly?:  Direct..... .....  Indirect..... .....	1. Exercises significant influence or control over the Company body of the Company (tenderer)  Yes -----No----  2. Is this influence or control exercised directly or indirectly?  Direct.....  Indirect.....
	National identity card number or Passport number					
	Personal Identification Number (where applicable)					
	Nationality					
	Date of birth [dd/mm/yyyy]					
	Postal address					
	Residential address					
	Telephone					

Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
	number				
	Email address				
	Occupation or profession				
<b>2.</b>	Full Name	Directly----- ----- % of shares	Directly..... .....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No----	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes -----No----
	National identity card number or Passport number	Indirectly---- ----- % of shares	Indirectly----- % of voting rights	2. Is this right held directly or indirectly?:  Direct..... .....	2. Is this influence or control exercised directly or indirectly?  Direct.....
	Personal Identification Number (where applicable)			Indirect..... .....	Indirect.....
	Nationality(ies)				
	Date of birth [dd/mm/yyyy]				
	Postal address				
	Residential address				
	Telephone number				
	Email address				
	Occupation or profession				
<b>3.</b>					
<b>e.t.c</b>					

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person

who in relation to the company:

- (a) holds at least ten percent of the issued shares in the company either directly or indirectly;
- (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
- (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or
- (d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

*Name of the Tenderer: .....\*[insert complete name of the Tenderer]\_\_\_\_\_*

*Name of the person duly authorized to sign the Tender on behalf of the Tenderer: \*\* [insert complete name of person duly authorized to sign the Tender]*

*Designation of the person signing the Tender: ..... [insert complete title of the person signing the Tender]*

*Signature of the person named above: ..... [insert signature of person whose name and capacity are shown above]*

*Date this ..... [insert date of signing] day of..... [Insert month], [insert year]*

## **SECTION IX - 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. In all cases where the level of galvanizing and painting is not specifically stated in the Details, the general requirement shall be for a uniform coating of thickness not less than 80 microns.
9. Contractors are required to provide information on proper representative(s) and or workshop for back-up service and or repair and maintenance including their names, telephone, facsimile, e-mail, physical and postal addresses, along with their offers.

**PART B - DETAILS OF SERVICE**

*Compliance to Details of service - Mandatory requirement)*

2.1.2 Tenderers shall be expected to indicate full compliance to Details of Service.as per Tables below:-

**Table 1: Compliance to Details of Service** (indicate ‘YES’ for full compliance)

<b>Item</b>	<b>Description of Services</b>	<b>Bidders Response(Tick where appropriate)</b>	<b>Compliant or Non-Compliant(For KPLC use ONLY)</b>
<b>Cheques to be in The company’s name</b>	The Private Debt Collector (PDC) shall use all efforts to ensure that all cheques paid by the Debtors in settlement of their debt are drawn directly in favour of Kenya Power & Lighting Company Limited (KPLC). In relation to cash payments, the Private Debt Collector shall, ask and cause the Debtor to make payments to the Company’s authorised and designated pay point and through Eazzy pay.	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Remittance of Payments Collected</b>	The Private Debt Collector shall remit to KPLC all Cheques collected from the Debtor within Twenty-Four (24) hours from the time of receipt from the debtor.	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Payment by instalments</b>	Where the debtor proposes to settle the debt owed to the Company in instalments. The Private Debt Collector shall cause the debtor to make such proposals in a written legally binding document addressed to KPLC and such instalments shall be subject to the approval of the Company. Such approval shall be in writing.	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Payment of PDC invoices</b>	The payment of Private Debt Collector after the collection of debts shall be made 30 days after presentation of an acceptable invoice and supporting documents to the respective County Office in accordance to KPLC terms and regulations.	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Issuance of files</b>	The Private Debt Collector shall be issued with a debt list in accordance to the Company’s Debt Collection policies and procedures.  There will be submission of monthly progress reports to the respective issuing County Office. Thereafter additional files will issued upon proof of completion of the previous issued file through monthly reports and this will done on a monthly basis.	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Performance Gauge</b>	A Private Debt Collector shall be expected to meet the following minimum performance targets.	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

	<p>i) Actual Collection - 30% of amount of debt in the debtors listing allocated per month.</p> <p>ii) Identification of debtor and debtor's current physical address -70 % of the No of debtors allocated.</p> <p>iii) The period for collection shall be 6 months from date of allocation after which shall be recalled.</p> <p>iv) However upon request and demonstration of progress made in collection an account can be reissued to the same PDC for another period of 6 months</p> <p>v) An Account can only be reissued once</p> <p>The Private Debt Collector shall immediately upon receipt of any debtors list perform the services and carry out its obligations with due diligence, efficiency, in accordance with generally and legally accepted techniques and practices commonly recognised by firms and bodies carrying similar work and shall observe sound management, technical and financial practices and employ appropriate technology, methods and decorum.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<b>Supplier Code of Conduct &amp; Ethics</b>	The Private Debt Collector is expected to sign Supplier Code of Conduct & Ethics	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<b>Termination for Default</b>	<p>The Company, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Private Debt Collector, may terminate the Contract in whole or part.</p> <p>a) If the Private Debt Collector fails to discharge its services or remit to the Company payments collected within the period specified in the contract, or within any extension thereof granted by the Company.</p> <p>b) If the Private Debt Collector shall breach the confidentiality requirement.</p> <p>c) If the Private Debt Collector shall breach its duties as a trustee as stipulated in the Contract.</p> <p>d) If the Private Debt Collector shall be in breach of any of its material obligations.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>

	Upon termination the Private Debt Collector will be required to submit all materials that belong to the KPLC with immediate effect		
<b>Termination for convenience</b>	<p>Either party may terminate the contract by giving prior Notice of Two months to the other party.</p> <p>Upon termination the Private Debt Collector will be required to submit all materials that belong to KPLC within thirty (30) days of the notice.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<b>Termination for Insolvency</b>	<p>Either party may at any time terminate the Contract by giving seven days' written notice to the other if the either party becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the other party.</p> <p>Upon termination the Private Debt Collector will be required to submit all materials that belong to KPLC within (7) seven days' notice.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>