



**TENDER NO. KP1/9A.4/OT/TPT/05/25-26 PROCUREMENT OF
ELECTRIC VEHICLES CHARGING INFRASTRUCTURE (EVCI)
MANAGEMENT SOLUTION**

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THE KENYA POWER & LIGHTING COMPANY PLC
CENTRAL OFFICE, STIMA PLAZA,
KOLOBOT ROAD, PARKLANDS,
P.O. BOX 30099-00100,
NAIROBI,
KENYA.

Telephones: +254-020-3201000; 3644000 Pilot Lines

Telephones: +254 -720-600070/1-5 Cellular

Website: www.kplc.co.ke

Email

1. HOtieno2@kplc.co.ke
2. SMuriu@Kplc.co.ke
3. Eongalo@kplc.co.ke

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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

KPLC Buyer to update any new abbreviations & acronyms as appropriate

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 thereunder.*
- b) *“Date of Tender Document” shall be the **start date** specified on the KPLC tendering portal.*
- c) *“Day” means calendar day and “month” means calendar month.*
- d) *“KEBS” wherever appearing means the Kenya Bureau of Standards or its successor(s) and assign(s) where the context so admits.*
- e) *“KENAS” wherever appearing means the Kenya National Accreditation Service or its successor(s) and assign(s) where the context so admits*
- f) *“PPRA” wherever appearing means The Public Procurement Regulatory Authority or its successor(s) and assign(s) where the context so admits.*
- g) *Reference to “the tender” or the “Tender Document” includes its appendices and documents mentioned hereunder and any reference to this tender or to any other document includes a reference to the other document as varied supplemented and/or replaced in any manner from time to time.*
- h) *“The Procuring Entity” means The Kenya Power and Lighting Company Limited or its successor(s) and assign(s) where the context so admits (hereinafter abbreviated as KPLC).*
- i) *“The Tenderer” means the person(s) submitting its Tender for the supply, installation and commissioning (where applicable) of the goods in response to the Invitation to Tender.*
- j) *Where there are two or more persons included in the expression the “Tenderer”, any act or default or omission by the Tenderer shall be deemed to be an act, default or omission by any one or more of such persons.*
- k) *Words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.*
- l) *Words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the “Tenderer” the covenants, agreements and obligations expressed to be made or performed by the Tenderer shall be deemed to be made or performed by such persons jointly and severally.*
- m) *KPLC’s “authorised person” shall mean its MD & CEO who is designated by the PPAD Act 2015 to exercise such power, authority or discretion as is required under the tender and any contract arising therefrom, or such other KPLC staff delegated with such authority.*
- n) *Citizen contractors-means a person/firm wholly owned and controlled by person(s) who are citizens of Kenya.*
- o) *Local contractors- a firm shall be qualified as a local contractor if it is registered in Kenya.*

INVITATION TO TENDER

TENDER NO: KP1/9A.4/OT/TPT/05/25-26

TENDER NAME: PROCUREMENT OF AN ELECTRIC VEHICLES CHARGING INFRASTRUCTURE (EVCI) MANAGEMENT SOLUTION

1.1 Introduction.

The Kenya Power & Lighting Company Plc (KPLC) invites bids from eligible Tenderers for **Provision of an Electric Vehicle Charging Infrastructure (EVCI) Management Solutions**

Interested Eligible Tenderers may obtain further information from the General Manager- Supply Chain, The Kenya Power & Lighting Company Plc at Stima Plaza, 3rd 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. 1000003114**

1.2.2 Prospective bidders may also download the tender document from KPLC's website (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 **Two Hundred and Ten (210) 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 the boardroom, KPLC Transport workshop, Ruaraka along KCA University way, Thika Road, Nairobi.

1.7 Pre-bid Meeting

There will be no pre bid for this tender.

PART 1 - TENDERING PROCEDURES

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

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

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.

7. 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.

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 err

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 debar 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.
- 21.10 A 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 unopened 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 a record 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 are present 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 nonmaterial 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 nonmaterial 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 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 he 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.

ITT Reference	General
ITT 1.1	<p>The procuring entity is The Kenya Power and Lighting Company PLC</p> <p>The reference number of the invitation to tender is Tender No. KP1/9A.4/OT/TPT/05/25-26</p> <p>The name of the invitation for tenders is Procurement of an Electric Vehicle Charging Infrastructure (EVCI) Management Solutions</p>
ITT 2.1 (a)	<p>Electronic –Procurement System shall be used</p> <p>The KPLC shall use the following electronic-procurement system to manage this Tendering process:</p> <p>Tenderers are required to follow the procedure below to participate in the tender.</p> <ul style="list-style-type: none"> ➤ www.kplc.co.ke ➤ Public Information ➤ For Supplier Registration Download Supplier Registration Manual for Registration procedure ➤ For Registration (Under Regions , choose Transport) ➤ For Tender/RFX Participation, download Supplier RFX participation manual <p>The files to be uploaded to the KPLC SRM portal shall be in PDF form and be of a maximum of 100mbs per file with no limit on number of attachments.</p>
ITT 3.1	The declaration not to engage in corruption is provided under Form SD2 (2) Self Declaration form
ITT 3.3	The information made available on competing firms is as follows: N/A
ITT 3.4	The firms that provided consulting services for the contract being tendered for are: N/A
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: www.ppra.go.ke
ITT 4.8	A tenderer shall provide such documentary evidence of eligibility satisfactory to KPLC, as KPLC shall reasonably request. To confirm if to stay as it was missing in Non-Consulting services and was borrowed from goods.
ITT 4.10	The information to be provided in the Self Declaration forms
ITT 4.14	KPLC buyer please indicate requirements such as KRA,NCA,EBK etc where required in here : N/A

ITT 5.1 (iv)	<p>All Tenderers shall provide the following:</p> <ol style="list-style-type: none"> 1) <i>Submission of Tender Security</i> 2) <i>Submission of Self Declaration Form(s) (SDI & SD2) duly completed and signed.</i> 3) <i>Submission and considering Form of Tender duly completed and signed.</i> 4) <i>Submission the following: -</i> <ol style="list-style-type: none"> (a) <i>Company or Firm’s Registration Certificate</i> (b) <i>PIN Certificate.</i> (c) <i>Valid Tax Compliance Certificate.</i> (d) <i>Certificate of Confirmation of Directors and Shareholding (CR.12) for incorporated companies or Registration Certificate for a business name for a sole proprietor or a partnership not more than 12 months old.)</i> 5) <i>Submission of the Confidential Business Questionnaire</i> 6) <i>Submission of certificates of Independent Tender Determination</i> 7) <i>Submission of Declaration and Commitment to the Code of Ethics</i> 8) <i>Submission of Tenderer Information Form</i> 9) <i>Submission of completed price schedule</i> 10) <i>Submission of fully filled, signed and stamped schedule of details of service/technical requirements</i> 11) <i>Submission of Audited financial statements required. They must be those that are reported within eighteen (18) calendar months of the date of the tender document accompanied by valid Auditors / Audit Firm ICPAK practicing license. For bidding firms registered in the last one year, 6 months signed and certified Bank statements will be accepted.</i> 12) <i>Record of unsatisfactory or default in performance obligations in any contract shall be considered. This shall include any tenderer with unresolved case(s) in its performance obligations for more than two (2) months in any contract.</i> 13) <i>Notwithstanding the above, considering any outstanding orders where applicable and the performance capacity indicated by the Tenderer.</i>
	A. Contents of a Tendering Document
ITT 7.1	A site visit not to be held
ITT 8.1	A pre-tender conference will Not be held
ITT 8.2	<p>The inquiries/questions must be received by KPLC at least 7 days before tender closing date</p> <p>(a) Address where to send inquiries is : Eongalo@kplc.co.ke & SMuriu@kplc.co.ke</p> <p>To reach KPLC not later than Seven (7) days before the Tender Opening KPLC will publish its response at the website.</p>
ITT9.1	Any clarifications in writing on the tender document must be received seven (7) days before tender closing date.
ITT 13.1 (e)	<p>The written confirmation of authorization to sign on behalf of the tenderer shall consist of;</p> <ol style="list-style-type: none"> (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) (b) Power of attorney where a person other than the director signing accompanied by a company resolution.
	B. Preparation of Tenders
ITT 13.1 (h)	Documentary evidence indicating that Services Rendered will conform to the tendering document will include a Warranty as required in the Schedule of Technical Particulars outlined in Section VII for the periods indicated.
ITT 14.2	The quoted currency should be in Kenya Shillings only. Foreign currency is Not acceptable
ITT 16.7	The prices quoted by the Tenderer “shall not” be subject to adjustment during the performance of the contract.
ITT 20	The Tender validity period shall be Two Hundred and Ten (210) days after the

	Tender Closing Date.
ITT 21.1	<p>The Tenderer shall furnish, as part of its Tender, a tender security for the amount specified in the BDS. The Original Tender Security, in a clearly labelled envelop with the Tender Number and Tender Name, shall be deposited in the Tender Security Box at KPLC Transport workshop, Ruaraka along KCA University way, Thika Road, Nairobi. on or before the opening date and time</p> <p>A Tender Security <i>shall be</i> required.</p> <p>A Tender-Securing Declaration <i>shall not be</i> required.</p> <p>The amount and currency of the Tender Security shall be Kshs. 200,000</p> <p>The Tender Security shall be in the form of a Bank Guarantee issued by a Local Kenyan Bank.</p> <p>The Tender Security shall be valid for 240 days after the tender closing date</p> <p>KPLC shall seek authentication of the Tender Security from the issuing bank. It is the responsibility of the Tenderer to sensitize its issuing bank/institution on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed five (5) days from the date of KPLC's query. Should there be no conclusive response by the bank/institution within this period, such Tenderer's Tender Security may be deemed as invalid and the bid rejected</p>
ITT 21.3	The Tender Security shall be a Bank Guarantee
ITT 21.3(iii)	Tender Security issued by an Insurance Company not acceptable .
ITT 22	The format of the tender shall be in PDF form.
	C. Submission and Opening of Tenders
ITT 23.1	<p>For <u>Tender submission purposes</u> only, the Procuring Entity's address is: <i>KPLC's address is: The Kenya Power and Lighting Company PLC (www.kplc.co.ke)</i></p> <p>The deadline for Tender submission is: indicated on KPLC's E-Portal</p> <p><i>Tenderers shall be required to check the KPLC's E-Procurement portal for changes to the tender closing date and time</i></p> <p>Tenderers <i>shall</i> submit their Tenders electronically.</p> <p>i) Supplier Registration</p> <ul style="list-style-type: none"> ➤ Go to the Public Information Tab ➤ Click on Tenders ➤ Click on Supplier Registration and select the Transport Region (1710). ➤ Fill all the required areas with Red *Asterisks ➤ Save and send application. ➤ The Vendor registration request will be approved by KPLC. The Vendor will become a "Potential supplier" and two emails will be triggered in the system with Supplier Administration Link. ➤ Supplier receives two mails in the inbox. Launch the Link from the first mail and enter the password from the second mail. Press Login <p>ii) Tender Participation</p> <ul style="list-style-type: none"> ➤ Log in to KPLC's website ➤ Go to the Public Information Tab ➤ Click on Log on ➤ Click on RFX and Auctions ➤ Select event Number (RFX Number) ➤ Click on Register – Participate – create response

	<ul style="list-style-type: none"> ➤ Under the RFX information tab, under Bank area code and Bid Bond Details indicate N/A. ➤ Under The Items Tab, Leave Blank ➤ At The Notes and Attachment Tab, under The Collaboration Area, attach Scanned /PDF Documents ➤ Go back to the create response screen and submit <p>The Original Tender Security, in a clearly labelled envelop, shall be deposited in the Tender Security Box on Ruaraka, transport workshop on or before the opening date and time. Bidders are required to check on KPLC’s Website for any amendments or clarification to the tender.</p> <p>Manuals detailing the Supplier registration and Tender participation procedures are available on the KPLC’s website under public information.</p> <p>The uploaded attachments shall be in PDF format and of a maximum of 100MB per file with no limit on number of attachments.</p>
ITT 24	Tenders must be received by KPLC by the date and time specified in KPLC’s tendering portal in PDF form.
ITT 27.1	<p>The Tender opening shall take place at:</p> <p>The Kenya Power and Lighting Company PLC KPLC Transport workshop, Ruaraka along KCA University way, Thika Road, Nairobi.</p> <p><i>Date & Time: Date and time specified in KPLC’s tendering portal in PDF form.</i></p> <p>The Electronic Tender opening procedures shall be:</p> <ul style="list-style-type: none"> ➤ RFX Number ➤ Responses
ITT 33.1	<p>The currency that shall be used for tender evaluation and comparison purposes to convert at the selling exchange rate all tender prices expressed in various currencies into a single currency is Kenya Shillings.</p> <p>The source of exchange rate shall be <i>the Central Bank of Kenya</i></p> <p>The date for the exchange rate shall be <i>Tender Closing Date</i></p>
ITT 35.4	N/a
ITT 35.5	Award is to the Lowest evaluated bidder
ITT 32.3	A margin of preference and/or reservation <i>shall not</i> apply
ITT 32.5	Reservations: N/A
ITT 33.2	Price evaluation will be done per item on tender
ITT 33.2 (d)	Additional evaluation factors are as provided for under Section III Evaluation and Qualification Criteria
ITT 33.6	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria (<i>refer to Section III, Evaluation and Qualification Criteria: insert complimentary details if necessary</i>)</p> <ul style="list-style-type: none"> (a) Deviation in Delivery Schedule: No (b) Deviation in payment schedule; No (c) The cost of major replacement component, mandatory spare parts and service: No (d) The availability in Kenya of spare parts and after sales services for the equipment offered in the Tender: No (e) Life cycle costs; the costs during the life of the goods or equipment :No (f) The performance and productivity of the equipment offered: No
	D. Award of Contract
ITT 43.2	The Standstill Period is 10 Business Days after the date KPLC has transmitted to all Tenderers that submitted a Tender, the Notification of its Intention to Award the Contract to the successful Tenderer
ITT 47	The Tender security shall be submitted before or on the Closing Date for the Tender.
ITT 47.1	The Performance Security shall be in the form of a bank guarantee, issued by an authorized financial institution or an irrevocable letter of credit.

	The Performance Guarantee shall be submitted at least 7 Days after Notification of Award.
ITT 46.3	Performance security shall be 10% of the Contract Value
ITT 48	<p>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 the PPRA website info@ppra.go.ke or complaints@ppra.go.ke.</p> <p>Attention: Dr. John Ngeno General Manager, Supply Chain and Logistics The Kenya Power & Lighting Company Plc Central Office, Stima Plaza, Kolobot Road, Parklands, P.O. Box 30099-00100, Nairobi, Kenya.</p> <p>Email address: JKNgeno@kplc.co.ke</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. The terms of the Tendering Documents; and 2. The Procuring Entity’s decision to award the contract.

SECTION III – EVALUATION AND QUALIFICATION CRITERIA

1. 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:
- a) 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.
 - b) Value of single contract-Exchange rate prevailing on the date of the contract signature.
 - c) 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 The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms.

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.

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 sufficient whether it is authentic, whether it is Original; whether it is issued by a local bank; whether it is strictly in the format required in accordance with the sample Tender Security Form(s).
 - 2.1.2 Submission of Self Declaration Form(s) (SDI & SD2) duly completed and signed.
 - 2.1.3 Submission and considering Form of Tender duly completed and signed.
 - 2.1.4 Submission and considering the following: -
 - a) Company or Firm's Registration Certificate
 - b) PIN Certificate.
 - c) Valid Tax Compliance Certificate.
 - d) Certificate of Confirmation of Directors and Shareholding (CR.12) for incorporated companies or Registration Certificate for a business name for a sole proprietor or a partnership not more than 12 months old.)
 - 2.1.5 That the Tender is valid for the period required.
 - 2.1.6 Submission and considering the Confidential Business Questionnaire: -
 - a) Is fully filled.
 - b) That details correspond to the related information in the bid.
 - c) That the Tenderer is not ineligible as per ITT 3.
 - 2.1.7 Submission of certificates of Independent Tender Determination
 - 2.1.8 Submission of Declaration and Commitment to the Code of Ethics
 - 2.1.9 Submission of Tenderer Information Form
 - 2.1.11 Submission of completed price schedule
 - 2.1.12 Submission of a fully filled, signed and stamped schedule of details of service/technical requirements
 - 2.1.13 Submission of Audited financial statements required. They must be those that are reported within eighteen (18) calendar months of the date of the tender document accompanied by valid Auditors / Audit Firm ICPAK practicing license. For bidding firms registered in the last one year, 6 months signed and certified Bank statements will be accepted.
 - 2.1.14 Record of unsatisfactory or default in performance obligations in any contract shall be considered. This shall include any tenderer with unresolved case(s) in its performance obligations for more than two (2) months in any contract.
 - 2.1.15 Notwithstanding the above, considering any outstanding orders where applicable and the performance capacity indicated by the Tenderer.

Tenderers will proceed to the Technical Evaluation Stage only if they are found to be compliant with Part I above, Preliminary Evaluation under ITT 31.

2.2 Part II – Technical Evaluation and Comparison of Tenders under ITT 31.3.

2.2.1 Part i - Detailed Technical Evaluation (Compliance to Schedule of Technical Particulars – Section VII)

2.2.1.1 *Confirming full compliance to the schedule of details of service /Technical requirements.*

2.2.1.2 *Evaluation of Demonstration of ability of the offered service, to comply with the Schedule of Technical Specifications. (where required).*

2.2.1.3 *Identifying and determining any deviation(s) from the requirements; errors and oversights.*

2.2.1.5 *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.*

2.2.1.6 *KPLC may conduct due diligence to confirm the information provided.*

Tenderers will proceed to Financial Evaluation stage only if they qualify in compliance with Parts I and II i.e. Preliminary and Technical Evaluation stages.

2.3 Evaluation of Commercial Terms and Conditions of the Tender (ITT 33.1(a)):

KPLC shall determine whether the Tenders are substantially responsive to the Commercial and Contractual Terms and Conditions (e.g. Performance securities, Payment and delivery schedules).

Part III – Financial Evaluation Criteria Under clause 33.1 of the ITT. These are mandatory requirements.

2.3.1 This will include the following: -

- a) *Confirmation of and considering Price Schedule duly completed, correctly computed, and signed. (Note: In case of a price discrepancy between those entered in the SRM portal and those on the price schedule uploaded as an attachment, the latter shall prevail)*
- b) *Taking into account the cost of any deviation(s) from the tender requirements.*
- c) *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.*

3 Multiple Contracts- N/A

Award is to the lowest evaluated bidder for the items on tender.

4 Alternative Tenders (ITT 15.1)

Not applicable

MARGIN OF PREFERENCE

Apply Margin of Preference: Not applicable

Post qualification and Contract ward (ITT 39), more specifically,

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 supply cash flow calculated as recommended Contract price x 3
- ii) Minimum average annual supply turnover which should be 1.25 of the Total Recommended Contract Price calculated as total certified payments received for contracts of goods manufactured and supplied within the last 3 years
- iii) At least (3) of contract(s) of a similar nature executed within Kenya that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings equivalent to the proposed contract award.
- iv) Contractor's Representative and Key Personnel, which are specified as ; N/A
- v) Contractors key equipment listed on the table "Contractor's Equipment" below and more specifically listed as ; N/A

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 **2 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 all 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 **(2) 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 year's 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

INSTRUCTIONS TO TENDERERS

- i) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*
- ii) *All italicized text is to help Tenderer in preparing this form.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.*
- iv) *The Form of Tenders shall include the following Forms duly completed and signed by the Tenderer.*
 - a) *Tenderer's Eligibility-Confidential Business Questionnaire*
 - b) *Certificate of Independent Tender Determination*
 - c) *Self-Declaration of the Tenderer*

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

ITT No.: _____ [insert number of ITT process]

Alternative No.: _____ [insert identification No if this is a Tender f

or an alternative] 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 ITT9;
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT4;
- 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 ITT21;
- d) **Conformity:** We offer to provide the Non-Consulting Services in conformity with the tendering document of the following: [insert a brief description of the Non-Consulting Services];
- e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item(f) below is: [Insert one of the options below as appropriate]

Option 1, in case of one lot: Total price is: [insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies];

Or

Option 2, in case of multiple lots: (a) Total price of each lot [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]; and (b) Total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];

- f) **Discounts:** The discounts offered and the methodology for their application are:
 - i) The discounts offered are: [Specify in detail each discount offered.]
 - ii) 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];
- g) **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

- h) at any time before the expiration of that period;
- i) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;
- j) **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 ITT4.3, other than alternative Tenders submitted in accordance with ITT14;
- k) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service 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 PPR. Further, we are not ineligible under Kenya's official regulations or pursuant to a decision of the United Nations Security Council;
- l) **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];*
- m) **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, its full address, r gratuity].*

Name of Recipient	Address	Reason	Amount

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

- a) *[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.
- n) **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;
- o) **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; and
- o) **Fraud and Corruption:** We hereby 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 hereby 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.
- q) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from www.ppra.go.ke during the procurement process and the execution of any resulting contract.
- r) We, the Tenderer, have completed fully and signed 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]*

i) 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	KP1/9A.4/OT/TPT/05/25-26
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	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)

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
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.

	Names of Person	Designation in KPLC	Interest or Relationship with Tenderer
1			
2			
3			

ii) **Conflict of interest disclosure**

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly 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	Tenderer 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		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship 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)

ii) 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, which ever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5) (b) above.

Name _____

Title _____

Date _____

[Name, title and signature of authorized agent of Tenderer and Date]

iii) 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 deposed to herein above is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

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

1. THAT I am the 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 servants and/or agents /subcontractors will not engage in any corrupt or Management, Staff and/or employees and/or agents of..... (*insert name of KPLC*) which is KPLC.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (*name of KPLC*)
4. THAT the aforesaid Bidder will not engage /has not engaged in any collusive practice with other bidders participating in the subject tender
5. THAT the aforesaid bidder is not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
6. THAT THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act
7. THAT the aforesaid bidder does not have any conflict of interest or pecuniary interest with any other tenderer participating in this tender
8. THAT what is deponed to here in above is true to the best of my knowledge information and belief.

.....

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

Bidder's 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.....

iv) APPENDIX1-FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

1.1 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

2.1 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.

2.2 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:

- 1) 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;
- 2) A person referred to under sub section (1) who contravenes the provisions of that sub-section commits an offence;
- 3) 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;
- 4) The voiding of a contract by KPLC under subsection (7) does not limit any legal remedy KPLC may have;

3. 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 tender to whom was awarded contract, or a member of the group of tenders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.

4. 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;

4.1 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.

In compliance 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:
 - a) 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
 - b) 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.
 - c) 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 the procuring entity of the benefits of free and open competition.
 - c) Rejects a proposal for award¹ of a contract if PPRA 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 recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Act 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 inspect² 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.

¹ 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 rendering, 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.

² 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.

2. 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:*[insert Tenderer's legal name]*
2. In case of JV, legal name of each member:*[insert legal name of each member in JV]*
3. Tenderer's actual or intended country of registration:*[insert actual or intended country of registration]*
4. Tenderer's year of registration:*[insert Tenderer's year of registration]*
5. Tenderer's Address in country of registration:*[insert Tenderer's legal address in country of registration]*
6. Tenderer's Authorized Representative Information
Name:*[insert Authorized Representative's name]*
Address.....*[insert Authorized Representative's Address]*
Telephone:.....*[insert Authorized Representative's telephone/fax numbers]*
Email Address:.....*[insert Authorized Representative's email address]*
7. Attached are copies of original documents of..... *[check the box(es) of the attached original documents]*
 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.
 In case of JV, Form of intent to form JV or JV agreement, in accordance with ITT 4.1.
In case of state-owned enterprise or institution, in accordance with ITT4.6 documents establishing:
i) Legal and financial autonomy
ii) Operation under commercial law
iii) Establishing that the Tenderer is not under the supervision of the agency of KPLC
 A current tax clearance certificate or tax exemption certificate in case of Kenyan tenderers issued by the Kenya Revenue Authority in accordance with ITT 4.14.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

OTHER FORMS

3. TENDERER'S JV MEMBERS INFORMATION FORM

[The Tenderers shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Tenderer and for each member of a Joint Venture]].

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 Legal Name: <i>[insert Tenderer's legal name]</i>
2. Tenderer's JV Member's Legal name: <i>[insert JV's Member legal name]</i>
3. Tenderer's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Tenderer's JV Member's year of registration: _____ <i>[insert JV's Member year of registration]</i>
5. Tenderer's JV Member's Legal address in country of registration: _____ <i>[insert JV's Member legal address in country of registration]</i>
6. Tenderer's JV Member's authorized representative information _____ Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> _____ Telephone/Fax numbers: _____ <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: _____ <i>[insert email address of JV's Member authorized representative]</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 registration documents of the legal entity named above, in accordance with ITT 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of KPLC, in accordance with ITT 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee]

Beneficiary: _____

Request for Tenders No: _____

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

1. We have been informed that _____ (herein after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (herein after called" the Tender") for the execution of _____ under Request for Tenders No. _____ ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
 - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
 - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee] *N/A*

TENDER-SECURING DECLARATION FORM

[The Bidder shall complete this Form in accordance with the instructions indicated]

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

Tender No.:.....[insert number of tendering process]

To:.....[insert complete name of

Purchaser] I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
- 2. I/We accept that I / we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation (s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or(ii) fail or refuse to furnish he Performance Security, in accordance with the instructions to tenders.
- 3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
 - a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) thirty days after the expiration of our Tender.
- 4. I / We understand that if I am / we are / in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid , and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....

Capacity / title (director or partner or sole proprietor, etc.)

Name:

Duly authorized to sign the bid for and on behalf of:[insert complete name of Tenderer]

Dated on day of..... [Insert date of signing]

Seal or stamp

QUALIFICATION FORMS

6 FOREIGN TENDERERS 40% RULE

Pursuant to ITT 4.10, a foreign tenderer must complete this form to demonstrate that the tender fulfils this condition.

Item	Description of Work Item	Describe location of Source	COST in K. shillings	Comments, if any
A	Local Labor			
1				
2				
3				
4				
5				
B	Sub contracts from Local sources			
1				
2				
3				
4				
5				
C	Local materials			
1				
2				
3				
4				
5				
D	Use of Local Plant and Equipment			
1				
2				
3				
4				
5				
E	Add any other items			
1				
2				
3				
4				
5				
6				
	TOTAL COST LOCAL CONTENT		XXXXX	
	PERCENTAGE OF CONTRACT PRICE			

7. FORM EQU: EQUIPMENT

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

8. FORM PER - 1

Contractor's Representative and Key Personnel Schedule

Tenderers should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Contractor' Representative and Key Personnel

1.	Title of position: Contractor's Representative	
	Name of candidate:	
	Duration of appointment:	[insert the whole period (start and end dates) for which this position will be engaged] ----- e.g. 01.09.2021 30.08.2022
	Time commitment for this position:	[insert the number of days/week/months/ that has been scheduled for this position] ----- e.g. six (6) months
	Expected time schedule for this position:	[insert the expected time schedule for this position (e.g. attach high level Gantt chart) ----- e.g. six (6) months
2.	Title of position: [_____] e.g. Lead Auditor etc.	
	Name of candidate:	
	Duration of appointment:	[insert the whole period (start and end dates) for which this position will be engaged] ----- e.g. 01.09.2021 30.08.2022
	Time commitment for this position:	[insert the number of days/week/months/ that has been scheduled for this position] ----- e.g. 01.09.2021 30.08.2022
	Expected time schedule for this position:	[insert the expected time schedule for this position (e.g. attach high level Gantt chart) ----- e.g. six (6) months
3.	Title of position: [_____]	
	Name of candidate:	
	Duration of appointment:	[insert the whole period (start and end dates) for which this position will be engaged]
	Time commitment for this position:	[insert the number of days/week/months/ that has been scheduled for this position]
	Expected time schedule for this position:	[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]
4.	Title of position: [_____]	
	Name of candidate:	
	Duration of appointment:	[insert the whole period (start and end dates) for which this position will be engaged]
	Time commitment for this position:	[insert the number of days/week/months/ that has been scheduled for this position]
	Expected time schedule for this position:	[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]
5.	Title of position: [insert title]	
	Name of candidate:	
	Duration of appointment:	[insert the whole period (start and end dates) for which this position will be engaged]
	Time commitment for this position:	[insert the number of days/week/months/ that has been scheduled for this position]
	Expected time schedule for this position:	[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]

9. FORM PER-2:

Resume and Declaration - Contractor's Representative and Key Personnel.

Name of Tenderer		
Position [#1]: <i>[title of position from Form PER-1]</i>		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
Details	Address of Procuring Entity:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present Procuring Entity:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

DECLARATION

I, the undersigned.....*[insert either “Contractor's Representative” or “Key Personnel” as applicable]*, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender:-

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>

I understand that any misrepresentation or omission in this Form may:

- a) be taken into consideration during Tender evaluation;
- b) result in my disqualification from participating in the Tender;
- c) result in my dismissal from the contract.

Name of Contractor's Representative or Key Personnel: _____ *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Tenderer:

Signature: _____

Date: (day month year): _____

TENDERERS QUALIFICATION WITHOUT PRE-QUALIFICATION

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria the Tenderer shall provide the information requested in the corresponding Information Sheets included hereunder.

10 FORM ELI -1.1

Tenderer Information

Form

Date: _____

ITT No. and title: _____

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <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"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 4.1 <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">• Legal and financial autonomy• Operation under commercial law• Establishing that the Tenderer is not under the supervision of KPLC
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

11. FORM ELI -1.2

Tenderer's JV Information Form

(to be completed for each member of Tenderer's JV)

Date: _____

ITT No. and title: _____

Tenderer's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of KPLC, in accordance with ITT 4.6.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

12. FORM CON –2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: _____ <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Entity: _____ <i>[insert full name]</i> Address of Procuring Entity: _____ <i>[insert street/city/country]</i> Reason(s) for nonperformance: _____ <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
		Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute: Party who initiated the dispute: Status of dispute:	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4. <input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: _____ <i>[indicate complete contract name, number, and any other identification]</i> Name of Procuring Entity: _____ <i>[insert full name]</i> Address of Procuring Entity: _____ <i>[insert street/city/country]</i> Matter in dispute: _____ <i>[indicate main issues in dispute]</i> Party who initiated the dispute: _____ <i>[indicate "Procuring Entity" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

13. FORM FIN – 3.1:

Financial Situation and Performance

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title:

Financial Data

Type of Financial information in _____ (currency)	Historic information for previous _____ years, _____ (amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

* Refer to ITT 15 for the exchange rate

Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (Kenya Shilling equivalent)
1		
2		
3		

Financial documents

The Tenderer and its parties shall provide copies of financial statements for _____ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).
- b) Be independently audited or certified in accordance with local legislation.
- c) Be complete, including all notes to the financial statements.
- d) Correspond to accounting periods already completed and audited.

Attached are copies of financial statements¹ for the _____ years required above ; and complying with the requirements

¹If the most recent set of financial statements is for a period earlier than 12 months from the date of Tender, the reason for this should be justified.

FORM FIN-3.2

Average Annual Construction Turnover

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Annual turnover data (construction only)			
Year	Amount Currency	Exchange rate	Kenya Shilling equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Construction Turnover *			

* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

15. FORM FIN-3.3:

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contractor contracts as specified in Section III, Evaluation and Qualification Criteria.

Financial Resources		
No.	Source of financing	Amount (Kenya Shilling equivalent)
1		
2		
3		

16 FORM FIN-3.4:

Current Contract Commitments / Works in Progress

Tenderers and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

No.	Name of Contract	Procuring Entity's Contact Address, Tel,	Value of Outstanding Work [Current Kenya Shilling /month Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [Kenya Shilling /month]
1					
2					
3					
4					
5					

17. FORM EXP-4.1

General Experience

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

_____ Page _____ of

_____ pages

Starting Year	Ending Year	Contract Identification	Role of Tenderer
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	

18 FORM EXP -4.2(a)

Specific Service and Contract Management Experience

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	Kenya Shilling			
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Address:				
Telephone/fax number				
E-mail:				
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:				
1. Amount				
2. Physical size of required works items				
3. Complexity				
4. Methods/Technology				
5. Construction rate for key activities				
6. Other Characteristics				

19. FORM EXP-4.2(b)

Experience in Key Activities

Tenderer's Name: _____

Date: _____

Tenderer's JV Member Name: _____

Sub-contractor's Name³ (as per ITT35): _____

ITT No. and title: _____

All Sub-contractors for key activities must complete the information in this form as per ITT 34 and Section III, Evaluation and Qualification Criteria, Sub-Factor 4.2.

1. Key Activity No One: _____

Information				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount				Kenya Shilling
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
Procuring Entity's Name:				
Address: Telephone/fax number E-mail:				

³If applicable

	Information
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	
1	
2	
3	
4	
5	

SCHEDULE FORMS

*[The Tenderer shall fill in these Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Activity Schedules** shall coincide with the List of Non-Consulting Services specified in KPLC's Requirements.]*

WORK SCHEDULES

PRICED ACTIVITY SCHEDULE/PRICE SCHEDULE

TENDER NO. KP1/9A.4/OT/TPT/05/25-26 FOR PROCUREMENT OF AN ELECTRIC VEHICLE CHARGING INFRASTRUCTURE (EVCI) MANAGEMENT SOLUTION

No.	Description	Qty.	Unit Price DDP (PPCBL incl. & VAT Excl.	Total price DDP (PPCBL incl. & VAT Excl.
1.	EV Charging Infrastructure Management Solution	1		
SUB TOTAL (PPCBL incl. & VAT Excl.)				
VAT @ 16%				
GRAND TOTAL (PPCBL & VAT Inclusive)				

Name of Tenderer

Name and Capacity of authorized person signing the Tender

Signature of authorized person signing the Tender:

Stamp of Tenderer and date

***NOTES: -**

1. The Tenderer shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items of the Price Schedules shall coincide with the List of Goods specified by KPLC in the Schedule of Requirements. The quantities are estimated to cover the contract period.
2. The offered unit price MUST be rounded to two decimal places. Where the Tenderer fails to round the offered unit price as required, then, the offered unit price shall be rounded down-wards to two decimal places and used for the purposes of this tender.
3. Bidders should use the prevailing VAT rate. However the unit prices indicated on the KPLC- SRM tendering portal should be exclusive of VAT and the quoted price shall not be subject to change for the contract period. In case of discrepancies between the price keyed in the SRM portal and those on this price schedule uploaded as an attachment, the latter shall prevail.
4. Prices quoted should be inclusive of all taxes and delivery costs to the required site (where applicable) and must be in Kenya Shillings or a freely convertible currency in Kenya and shall remain valid for Two hundred and Ten (210) days from the closing date of the tender.

5. The Bidder's grand totals should be the same as the tender sum indicated in the Tender Form and should be correctly computed.
6. The prices quoted in the Form of Quotation and in the Price Schedules shall be inclusive of a 0.03% Public Procurement Capacity Building Levy of the item value exclusive of Value Added Tax (VAT). The Levy shall be deducted from the supplier's payment and remitted to PPRA as stipulated in the Public Procurement Capacity Building Levy order 2023 effective for all tenders published after 1st September 2024.

Name of Tenderer

Name and Capacity of authorized person signing the Tender

Signature of authorized person signing the Tender: _____

Stamp of Tenderer and date

Method Statement

[Procuring Entity shall provide main features of the expected method of carrying out the contract, including indicating the material, personnel and equipment in puts].

1. Work Plan

[Procuring Entity shall provide main features of the work plan that the Tenderer should provide in the tender for carrying out the contract, from beginning to the end].

2. Other Time Schedule

(to be used by Tenderer when alternative Time for Completion is invited in ITT14.2)

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] 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 KPLC]*

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.

D). The successful Tenderer

Name:	<i>[insert name of successful Tenderer]</i>
Address:	<i>[insert address of the successful Tenderer]</i>
Contract price:	<i>[insert contract price of the successful Tender]</i>

ii). 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.]*

Name of Tenderer	Tender price	Evaluated Tender price (if applicable)
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>

iii). 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.

iv. 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 Stand still Period and received by us before the Stand still 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 info@ppra.go.ke or complaints@ppra.go.ke)

v). Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [insert date] (local time).

The Standstill Period lasts ten (10) Business 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 ofdated the...day of20.....in the matter of Tender No.....of20..... 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.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of20.....

SIGNED

Board Secretary

3. LETTER OF NOTIFICATION OF AWARD

[Form head paper of KPLC]

.....*[date]*

To:.....*[name and address of the Service 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 hereby 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 (herein after called the "Contract") is made the [day] day of the month of [month], [year], between, on the one hand, [name of Procuring Entity] (herein after called the "Procuring Entity") and, on the other hand, [name of Service Provider] (hereinafter called the "Service Provider").

[**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: "... (herein 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 Service Provider] and [name of Service Provider] (herein after called the "Service Provider").]

WHEREAS

- a) KPLC has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (herein after called the "Services");
- b) the Service Provider, 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 Form of Acceptance;
 - b) The Service Provider's Tender
 - c) The Special Conditions of Contract;
 - d) The General Conditions of Contract;
 - e) The Specifications;
 - f) The Priced Activity Schedule; and
 - g) The following Appendices: [**Note:** If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]
 - Appendix A: Description of the Services
 - Appendix B: Schedule of Payments
 - Appendix C: Subcontractors
 - Appendix D: Breakdown of Contract Price
 - Appendix E: Services and Facilities Provided by KPLC
- 2. The mutual rights and obligations of KPLC and the Service 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 their respective names as of the day and year first above written.

For and on behalf of _____ [name of Procuring Entity]

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

_____ *[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]*

4 FORM OF TENDER SECURITY (Bank Guarantee) *[The bank shall fill in this*

Bank Guarantee Form in accordance with the instructions indicated.] [Guarantor Form head or SWIFT identifier code]

Beneficiary:.....*[Procuring Entity to insert its name and address]*

ITT No.:.....*[Procuring Entity to insert reference number for the Request for Tenders]*

Alternative No.:*[Insert identification No if this is a Tender for an alternative]* **Date:***[Insert date of issue]*

TENDER GUARANTEE No.:.....*[Insert guarantee reference number]*

Guarantor:*[Insert name and address of place of issue, unless indicated in the Form head]*

We have been informed that _____*[insert name of the Tenderer, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (hereinafter called "the Tender") for the execution of _____*under Request for Tenders No. _____ ("The ITT").*

Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____*(_____)* upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) Has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Form of Tender ("the Tender Validity Period"), or any extension there to provide by the Applicant; or
- (b) Having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Tenderers ("ITT") of the Beneficiary's tendering document.

This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the Contract agreementsignedbytheApplicantandtheperformancesecurityissuedtothe Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[Signature(s)]

Note: *All italicized text is for use in preparing this form and shall be deleted from the final product.*

5 FORM OF TENDER SECURITY (TENDER BOND) *[The Surety shall fill*

in this Tender Bond Form in accordance with the instructions indicated.] BOND NO. ____

BY THIS BOND *[name of Tenderer]* as Principal (herein after called “the Principal”), and *[name, legal title, and address of surety]*, **authorized to transact business in Kenya**, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Procuring Entity]* as Obligee (hereinafter called “KPLC”) in the sum of *[amount of Bond]**[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHERE AS the Principal has submitted or will submit a written Tender to KPLC dated the _____ day of _____, 20_____, for the supply of *[name of Contract]*(herein after called the “Tender”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- c) Has withdrawn its Tender during the period of Tender validity set forth in the Principal's Form of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
- d) having been notified of the acceptance of its Tender by KPLC during the Tender Validity Period or any extension there to provide by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Tenderers (“ITT”) of KPLC's tendering document.

then the Surety undertakes to immediately pay to KPLC up to the above amount upon receipt of KPLC's first written demand, without KPLC having to substantiate its demand, provided that in its demand KPLC shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Tender Validity Period set forth in the Principal's Form of Tender or any extension thereto provided by the Principal.

IN TESTIMONY WHERE OF, the Principal and the Surety have caused these presents to be executed in the irrespectve names this _____ day of _____ 20_____.

Principal: _____
Corporate Seal (where appropriate)

Surety: _____

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

6 FORM OF TENDER-SECURING DECLARATION

[The Tenderer shall fill in this Form in accordance with the instructions indicated.]

Date:.....*[date (as day, month and year)]*

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

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

To:..... *[complete name of Procuring Entity]* We, the undersigned, declare

that: We understand that, according to your conditions, Tenders must be supported by a Tender-Securing

Declaration.

We accept that we will automatically be suspended from being eligible for Tendering or submitting proposals in any contract with KPLC for the period of time of *[number of months or years]* starting on *[date]*, if we are in breach four obligation(s) under the Tender conditions, because we:

- a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- b) having been notified of the acceptance of our Tender by KPLC during the period of Tender validity, (i) fail to sign the Contract agreement; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.

Name of the Tenderer* _____

Name of the person duly authorized to sign the Tender on behalf of the Tenderer** _____

Title of the person signing the Tender _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer

** : Person signing the Tender shall have the power of attorney given by the Tenderer attached to the Tender

[Note: In case of a Joint Venture, the Tender-Securing Declaration must be in the name of all members to the Joint Venture that submits the Tender.

PART II – PROCURING ENTITY'S REQUIREMENTS

SECTION V - SCHEDULE OF REQUIREMENTS

**TENDER NO. KP1/9A.4/OT/TPT/05/25-26 FOR PROVISION OF AN ELECTRIC
VEHICLE CHARGING INFRASTRUCTURE (EVCI) MANAGEMENT SOLUTIONS**

NO.	ITEM DESCRIPTION	NUMBER REQUIRED
1	EV Charging Infrastructure Management Solution	1

SECTION VII- SCHEDULE OF DETAILS OF SERVICE/TECHNICAL REQUIREMENTS

SCOPE OF WORK

1. Background and Context

Kenya Power seeks to support the development of electric mobility in Kenya through the establishment of a **national, interoperable electric vehicle (EV) charging infrastructure platform**. As the national electric utility, Kenya Power is strategically positioned to catalyse EV adoption by leveraging its electricity distribution network, technical expertise, and existing charging assets.

In pursuit of this objective, Kenya Power intends to procure a **white-label, on a software/platform-as-a-service (SaaS/PaaS) solution** for an initial contract period of **three (3) years** that will enable the Company to operate as a **Charge Point Operator (CPO)** and a **national EV charging interoperability platform**, while also allowing third-party charging infrastructure owners to onboard and interoperate under a unified national framework.

2. Purpose of the Procurement

The purpose of this procurement is to engage a qualified service provider to supply, configure, and support a **white-label EV charging management and interoperability platform** that will:

- Enable Kenya Power to centrally manage and operate its **in-house EV charging stations** and make them accessible to the public
- Provide a **unified national platform** for on boarding, managing, and interconnecting multiple EV charging networks and Charge Point Operators across Kenya
- Support **open interoperability standards**, including the **Open Charge Point Interface (OCPI)**, to enable roaming between charging networks and service providers
- Position Kenya Power to support **future regional and cross-border EV charging interoperability** within East Africa and beyond

Tender & Evaluation Structure

The procurement shall be evaluated in **three sequential stages**, as follows:

1. **Stage 1 – Mandatory Compliance (Pass / Fail)**
2. **Stage 2 – Technical Evaluation (Pass / Fail with Ranking for Reference)**
3. **Stage 3 – Financial / Value Evaluation (Final Award Stage)**

Only bidders who successfully complete **Stages 1 and 2** shall proceed to **Stage 3**.

STAGE 1 – MANDATORY COMPLIANCE

SECTION A – MANDATORY SUPPLIER CAPABILITIES

Evaluation Method: Pass / Fail

Compliance Requirement: Bidders must demonstrate compliance with **all items** in this section. Failure to meet any requirement shall result in disqualification.

1) Mandatory Bidder Eligibility & Experience Requirements

Ref	Requirement	Compliance (Yes/No)
MS1	The bidder shall be a firm legally registered and incorporated in Kenya .	<input type="checkbox"/> Yes <input type="checkbox"/> No
MS2	The bidder may partner with an international firm, provided the Kenyan entity is the lead bidder and contracting party .	<input type="checkbox"/> Yes <input type="checkbox"/> No
MS3	Where a partnership is proposed, a formal partnership or consortium agreement shall be submitted with the bid.	<input type="checkbox"/> Yes <input type="checkbox"/> No
MS4	The lead bidder in the case of a partnership shall demonstrate prior operational presence in the Electric Vehicle Charging Infrastructure (EVCI) sector in Kenya .	<input type="checkbox"/> Yes <input type="checkbox"/> No
MS5	The lead bidder in the case of a partnership shall demonstrate experience operating AC and DC EV chargers in Kenya.	<input type="checkbox"/> Yes <input type="checkbox"/> No
MS6	The lead bidder in the case of a partnership shall demonstrate experience operating EV chargers at Charge Point Operator (CPO) level , including charger management, tariff setting, and operational monitoring.	<input type="checkbox"/> Yes <input type="checkbox"/> No
MS7	Documentary evidence (e.g. site lists, commissioning records, contracts, photographs, and regulatory approvals) shall be provided to support EVCI experience claims.	<input type="checkbox"/> Yes <input type="checkbox"/> No

2) Mandatory CPO Platform & Deployment Capability

Ref	Requirement	Compliance (Yes/No)
MT1	The bidder shall provide a white-label EV charging platform on a SaaS or PaaS basis.	<input type="checkbox"/> Yes <input type="checkbox"/> No
MT2	The platform shall enable Kenya Power to operate as a Charge Point Operator (CPO) .	<input type="checkbox"/> Yes <input type="checkbox"/> No
MT3	The platform shall support AC and DC charger management from multiple manufacturers.	<input type="checkbox"/> Yes <input type="checkbox"/> No
MT4	The bidder shall commit to deployment and commissioning of CPO services within two (2) months from contract signing.	<input type="checkbox"/> Yes <input type="checkbox"/> No
MT5	The bidder shall provide a deployment plan and timeline demonstrating compliance with the two-month CPO rollout requirement.	<input type="checkbox"/> Yes <input type="checkbox"/> No
MT6	The bidder shall demonstrate operational readiness of the CPO platform prior to go-live.	<input type="checkbox"/> Yes <input type="checkbox"/> No
MT7	The bidder shall demonstrate the capability to manage both prepaid and postpaid EV charging customer accounts within the proposed CPO platform.	<input type="checkbox"/> Yes <input type="checkbox"/> No
MT8	The bidder shall demonstrate capability to integrate the proposed platform with Kenya Power billing, financial reporting, and payment systems, including mobile and bank payment channels.	<input type="checkbox"/> Yes <input type="checkbox"/> No
MT9	The bidder shall submit a high-level integration architecture and data flow diagram demonstrating how such integrations shall be implemented securely.	<input type="checkbox"/> Yes <input type="checkbox"/> No
MT10	The bidder shall demonstrate support for time-of-use pricing in the proposed CPO platform.	<input type="checkbox"/> Yes <input type="checkbox"/> No
MT11	The platform shall support scaling to national-level EV charging operations.	<input type="checkbox"/> Yes <input type="checkbox"/> No
MT12	The bidder shall commit to maintaining operational reliability with expected uptimes upwards of 99.5%	

3) Mandatory OCPI Capability & Interoperability Readiness

Ref	Requirement	Compliance (Yes/No)
MO1	The bidder shall demonstrate in-house capability to implement an OCPI-compliant interoperability layer OR be in partnership with a firm possessing such capability.	<input type="checkbox"/> Yes <input type="checkbox"/> No
MO2	Where OCPI capability is provided through a partner, a formal partnership agreement and clear role delineation shall be submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No
MO3	The bidder shall commit to deployment of the OCPI interoperability layer within twelve (12) months from contract signing.	<input type="checkbox"/> Yes <input type="checkbox"/> No
MO4	The bidder shall commit to commencement of an OCPI pilot implementation within six (6) months from contract signing.	<input type="checkbox"/> Yes <input type="checkbox"/> No
MO5	The bidder shall submit a phased OCPI implementation roadmap , including pilot scope, milestones, and success criteria.	<input type="checkbox"/> Yes <input type="checkbox"/> No
MO6	The OCPI implementation shall be compliant with OCPI v2.2.x or later	<input type="checkbox"/> Yes <input type="checkbox"/> No

4) Mandatory Governance, Hosting & Compliance

Ref	Requirement	Compliance (Yes/No)
MG1	The bidder shall be responsible for platform hosting, maintenance, upgrades, and cybersecurity for the contract duration.	<input type="checkbox"/> Yes <input type="checkbox"/> No
MG2	Data shall be encrypted in transit and at rest.	<input type="checkbox"/> Yes <input type="checkbox"/> No
MG3	The platform shall comply with the Kenya Data Protection Act .	<input type="checkbox"/> Yes <input type="checkbox"/> No
MG4	The platform shall operate on a neutral, non-discriminatory basis for all onboarded CPOs.	<input type="checkbox"/> Yes <input type="checkbox"/> No

5) Mandatory Plug & Charge and Vehicle Authentication Standards

Ref	Requirement	Compliance (Yes/No)
MP1	The proposed solution shall support ISO 15118-compliant Plug & Charge functionality , enabling secure certificate-based authentication between electric vehicles and charging infrastructure.	<input type="checkbox"/> Yes <input type="checkbox"/> No
MP2	The bidder shall demonstrate capability to support ISO 15118 certificate lifecycle management , including contract certificates, provisioning, renewal, and revocation, either directly or through compliant ecosystem integration.	<input type="checkbox"/> Yes <input type="checkbox"/> No
MP3	Any Plug & Charge implementation proposed shall be standards-based and ISO 15118 compliant . Proprietary or non-standard alternatives shall not be deemed equivalent.	<input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION B – MANDATORY CPO SERVICE CAPABILITIES

B1. FRONT-END WEB/MOBILE APPLICATION (END-USER INTERFACE)

Ref	Capability Area	Mandatory Requirement	Compliance (Yes/No)
B1.1	White Labelling	The platform shall provide a white-labelled end-user mobile application and back-end portal, configurable to Kenya Power corporate branding, including colours, logos, and look-and-feel.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B1.2	Account Registration	The platform shall support customer registration and account creation, including multiple vehicle registrations under a single account.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B1.3	Corporate Accounts	The platform shall support corporate customer account registration with multiple vehicles linked to a single corporate account.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B1.4	Payment Integration	The platform shall support mobile wallet payments, major debit/credit card payments, subscription plans, and loyalty programmes, bank and mobile channels	<input type="checkbox"/> Yes <input type="checkbox"/> No
B1.5	Charging Station Location	The platform shall provide map-based visualization of charging station locations.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B1.6	Real-Time Availability	The platform shall provide real-time updates on charging station and connector availability.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B1.7	Reservation System	The platform shall support reservation of charging points for a minimum of thirty (30) minutes, including configurable reservation fees.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B1.8	Remote Session Management	The platform shall enable instant remote start and stop of charging sessions and real-time charging status visibility.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B1.9	External Links	The platform shall provide links to other EV charging service provider websites or platforms, as configured by Kenya Power.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B1.10	Notifications & Alerts	The platform shall provide notifications and alerts, including charging status, queue management, and availability notifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B1.11	User Feedback	The platform shall provide mechanisms for end-users to submit feedback and service-related input.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B1.12	Analytics & History	The platform shall provide comprehensive user analytics, including charging history, payment history, consumption history, usage patterns, and available balance.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B1.13	Prepaid Accounts	The platform shall support prepaid customer accounts with wallet-based charging, balance tracking, and automatic debiting per charging session.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B1.14	Postpaid Accounts	The platform shall support postpaid customer accounts with usage accumulation and periodic billing.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Ref	Capability Area	Mandatory Requirement	Compliance (Yes/No)
B1.15	Account Type Configuration	The platform shall allow the CPO to configure customers as prepaid or postpaid.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B1.16	Credit Limits (Postpaid)	The platform shall support configurable credit limits and alerts for postpaid customers.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B1.17	Account Conversion	The platform shall support conversion between prepaid and postpaid account types, subject to approval rules.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B1.18	Payment Customer Experience	The end-user application shall provide clear guidance for all payment channels, including account reference generation and payment confirmation status.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B1.19	Web-Based Charging Application	The platform shall provide a secure, web-based end-user application offering core charging functionalities without requiring prior mobile app installation.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B1.20	QR Code Access	The platform shall allow users to access the web-based charging application by scanning a QR code displayed at the charging station.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B1.21	Functional Parity	The web-based application shall provide essential charging functions, including charger selection, session initiation, payment, and session monitoring.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B1.22	App Download Option	The web-based application shall provide users with the option to download the official mobile application for enhanced functionality and future use.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B1.23	Seamless Transition	Where a user transitions from the web-based application to the mobile application, the platform shall support continuity of the user journey, subject to security and session constraints.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B1.24	Vehicle Profiles	The platform shall support creation and management of individual vehicle profiles under a single customer or corporate account.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B1.25	Vehicle Identification	Each vehicle profile shall support unique identifiers, including registration number.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B1.26	Session-Vehicle Association	The platform shall associate each charging session with a specific vehicle profile.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B1.27	Odometer Capture	The platform shall support capture of vehicle odometer readings at the start or end of a charging session, either manually or through supported integrations.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B1.28	Vehicle Selection at Session Start	The platform shall allow users to select or confirm the vehicle profile to be associated with a charging session prior to session initiation.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B1.29	Vehicle-Level Session Summary	The platform shall present a vehicle-specific charging session summary to the user at the end of each charging session.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B1.30	Self-Registration (Mobile App)	The platform shall allow end-users to self-register and create accounts directly through the mobile application	<input type="checkbox"/> Yes <input type="checkbox"/> No

Ref	Capability Area	Mandatory Requirement	Compliance (Yes/No)
		without administrator intervention.	
B1.31	Self-Registration (Web Application)	The platform shall allow end-users to self-register and create accounts directly through the web-based application accessed via QR code or browser.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B1.32	Unified Account Creation	Accounts created via web or mobile applications shall be unified and usable across both interfaces.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B1.33	Guest Charging	The platform shall support guest or ad-hoc charging without requiring prior account registration.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B1.34	Guest Access via QR Code	Guest users shall be able to initiate charging sessions by scanning a QR code at the charging station and accessing the web-based application.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B1.35	Guest Payment	Guest charging shall support immediate payment through approved payment channels, including bank, mobile money and other cashless methods.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B1.36	Guest Session Limits	The platform shall allow configurable limits for guest charging sessions, including duration, energy, or spend caps.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B1.37	Guest to Registered Conversion	The platform shall provide guest users with the option to register for a full account during or after a charging session.	<input type="checkbox"/> Yes <input type="checkbox"/> No

B2 BACK-END WEB-BASED APPLICATION (CPO / OPERATOR INTERFACE)

Ref	Capability Area	Mandatory Requirement	Compliance (Yes/No)
B2.1	OCPP Gateway	The platform shall be compatible with any OCPP-compliant EV charging hardware and be hardware-agnostic.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B2.2	User Access Control	The platform shall provide robust role-based user access controls and user activity reporting.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B2.3	Billing Engine	The platform shall support billing based on energy (kWh), time, or hybrid models, including purchased unit debits and credits.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B2.4	Pricing Management	The platform shall support charging station pricing based on kWh and/or time, configurable per station or group.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B2.5	Customer Wallet	The platform shall support customer prepaid wallet functionality with balance computation after each charging session.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B2.6	Flexible Tiered Pricing	The platform shall support flexible and tiered pricing models across different charging stations or customer categories.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B2.7	Payment Gateway	The platform shall integrate with cashless payment gateways approved for use in Kenya.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Ref	Capability Area	Mandatory Requirement	Compliance (Yes/No)
B2.8	APIs & Integrations	The platform shall provide APIs and integration capabilities to interface with internal and external systems.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B2.9	Subscription Platform	The platform shall not require subscription-based charging services as a prerequisite for access to EV charging. Charging services shall be accessible on a pay-as-you-go basis.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B2.10	Reporting	The platform shall provide comprehensive reports covering operational, financial, customer, and usage aspects of the system.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B2.11	Postpaid Billing Cycles	The platform shall support configurable postpaid billing cycles (e.g. monthly, quarterly).	<input type="checkbox"/> Yes <input type="checkbox"/> No
B2.12	Invoicing	The platform shall generate valid tax invoices for postpaid and prepaid customers, including charging session details.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B2.13	Payment Reconciliation	The platform shall support reconciliation of postpaid payments against issued invoices.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B2.14	Credit Control	The platform shall support suspension or restriction of charging services upon breach of postpaid credit limits or non-payment.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B2.15	Reporting	The platform shall provide separate financial and usage reports for prepaid and postpaid customers.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B2.16	Financial Systems Integration	The platform shall support integration with Kenya Power financial and accounting systems, including revenue reporting, settlement, and financial reconciliation.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B2.17	Payment Integration	The platform shall support integration with Kenya Power payment channels, including prepaid wallet top-ups and settlement of postpaid invoices.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B2.18	Payment Confirmation & Reconciliation	The platform shall support real-time or near-real-time payment confirmation, transaction matching, and reconciliation for banks, mobile money and other integrated payment channels.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B2.19	Payment Reference Mapping	The platform shall support configurable payment reference mapping to customer accounts, vehicles, or invoices for accurate allocation of bank and mobile money payments.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B2.20	Vehicle-Level Charging History	The platform shall provide per-vehicle charging history, including energy consumed, time, location, and cost.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B2.21	Vehicle-Level Reporting	The platform shall generate reports at vehicle, account, and fleet levels.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B2.22	Energy Efficiency Computation	The platform shall compute vehicle-level energy efficiency metrics (e.g. kWh/100 km or equivalent), based on energy consumed and odometer readings.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B2.23	Comparative	The platform shall support comparative analysis across	<input type="checkbox"/> Yes <input type="checkbox"/> No

Ref	Capability Area	Mandatory Requirement	Compliance (Yes/No)
	Analytics	vehicles and fleets, including efficiency and utilisation metrics.	
B2.24	Time-of-Use Pricing	The platform shall support time-of-use (ToU) pricing, allowing different charging tariffs to be applied based on defined time periods.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B2.25	ToU Configuration	The platform shall allow configuration of multiple ToU periods (e.g. peak, off-peak, shoulder) per charging station or group.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B2.26	ToU Billing Accuracy	The platform shall correctly apply ToU tariffs to charging sessions spanning multiple time periods.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B2.27	ToU Reporting	The platform shall provide reports showing energy consumption and revenue by ToU period.	<input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION C – OCPI SERVICES

INTEROPERABILITY & ROAMING REQUIREMENTS

Evaluation Method: Pass / Fail

Compliance Requirement: Bidders must demonstrate compliance with **all items** in this section. Failure to meet any requirement shall result in disqualification.

C1. OCPI GOVERNANCE & OPERATING MODEL (MANDATORY)

Ref	Capability Area	Mandatory Requirement	Compliance (Yes/No)
C1.1	OCPI Role Support	The platform shall support operation in OCPI roles including CPO role, eMSP role, and platform/hub intermediary role, as applicable.	<input type="checkbox"/> Yes <input type="checkbox"/> No
C1.2	Multi-CPO Support	The OCPI layer shall support multiple onboarded CPOs while preserving separation of identities, assets, and data.	<input type="checkbox"/> Yes <input type="checkbox"/> No
C1.3	Platform Neutrality	The OCPI layer shall operate on a neutral and non-discriminatory basis for all onboarded CPOs.	<input type="checkbox"/> Yes <input type="checkbox"/> No
C1.4	CPO Autonomy	Each onboarded CPO shall retain control of its own OCPI data, tariffs, and roaming participation policies.	<input type="checkbox"/> Yes <input type="checkbox"/> No
C1.5	Governance Controls	The platform shall allow Kenya Power to define OCPI onboarding rules, participation policies, and governance controls.	<input type="checkbox"/> Yes <input type="checkbox"/> No

C2. OCPI VERSION & CONFORMANCE (MANDATORY)

Ref	Capability Area	Mandatory Requirement	Compliance (Yes/No)
C2.1	OCPI Version	The platform shall be compliant with OCPI version 2.2.x or later .	<input type="checkbox"/> Yes <input type="checkbox"/> No
C2.2	Conformance Declaration	The bidder shall submit an OCPI conformance declaration indicating supported modules and endpoints.	<input type="checkbox"/> Yes <input type="checkbox"/> No
C2.3	Standards Compliance	The OCPI implementation shall adhere strictly to published OCPI specifications without proprietary deviations.	<input type="checkbox"/> Yes <input type="checkbox"/> No

C3. CORE OCPI MODULE SUPPORT (MANDATORY)

Ref	OCPI Module	Mandatory Requirement	Compliance (Yes/No)
C3.1	Versions	Support OCPI version discovery and negotiation.	<input type="checkbox"/> Yes <input type="checkbox"/> No
C3.2	Credentials	Secure credential exchange and lifecycle management.	<input type="checkbox"/> Yes <input type="checkbox"/> No
C3.3	Locations	Exchange of charging location, EVSE, and connector data.	<input type="checkbox"/> Yes <input type="checkbox"/> No
C3.4	Status Notifications	Real-time EVSE availability and status updates.	<input type="checkbox"/> Yes <input type="checkbox"/> No
C3.5	Tokens	Authentication token exchange and validation.	<input type="checkbox"/> Yes <input type="checkbox"/> No
C3.6	Sessions	Charging session lifecycle exchange.	<input type="checkbox"/> Yes <input type="checkbox"/> No
C3.7	CDRs	Generation and exchange of Charge Detail Records.	<input type="checkbox"/> Yes <input type="checkbox"/> No
C3.8	Tariffs	Publication and exchange of tariff information.	<input type="checkbox"/> Yes <input type="checkbox"/> No

C4. ROAMING & INTERCONNECTION MODELS (MANDATORY)

Ref	Capability Area	Mandatory Requirement	Compliance (Yes/No)
C4.1	Bilateral Roaming	Support bilateral OCPI roaming arrangements between CPOs and eMSPs.	<input type="checkbox"/> Yes <input type="checkbox"/> No
C4.2	Hub-Based Roaming	Support integration with OCPI roaming hubs or clearing houses.	<input type="checkbox"/> Yes <input type="checkbox"/> No
C4.3	Selective Participation	Allow CPOs to opt-in or opt-out of roaming relationships.	<input type="checkbox"/> Yes <input type="checkbox"/> No
C4.4	Cross-Border Readiness	Support regional and international roaming without architectural changes.	<input type="checkbox"/> Yes <input type="checkbox"/> No

C5. DATA GOVERNANCE & SECURITY (MANDATORY)

Ref	Capability Area	Mandatory Requirement	Compliance (Yes/No)
C5.1	Data Ownership	Each CPO shall retain ownership of its OCPI data.	<input type="checkbox"/> Yes <input type="checkbox"/> No
C5.2	Data Segregation	OCPI data shall be logically segregated per CPO	<input type="checkbox"/> Yes <input type="checkbox"/> No
C5.3	Secure Communication	All OCPI communication shall use secure, encrypted channels.	<input type="checkbox"/> Yes <input type="checkbox"/> No
C5.4	Access Control	Role-based access controls shall be enforced for OCPI administration.	<input type="checkbox"/> Yes <input type="checkbox"/> No
C5.5	Data Protection	OCPI data handling shall comply with applicable Kenyan data protection laws.	<input type="checkbox"/> Yes <input type="checkbox"/> No

C6. SETTLEMENT, REPORTING & AUDITABILITY (MANDATORY)

Ref	Capability Area	Mandatory Requirement	Compliance (Yes/No)
C6.1	Session Traceability	Each OCPI session shall be traceable end-to-end.	<input type="checkbox"/> Yes <input type="checkbox"/> No
C6.2	Reconciliation	The platform shall support reconciliation of OCPI sessions and Charging Detail Records (CDRs).	<input type="checkbox"/> Yes <input type="checkbox"/> No
C6.3	Reporting	Provide reports on roaming usage, volumes, and transactions per CPO.	<input type="checkbox"/> Yes <input type="checkbox"/> No
C6.4	Audit Logs	Maintain audit logs for OCPI interactions and data exchanges.	<input type="checkbox"/> Yes <input type="checkbox"/> No

C7. DEPLOYMENT TIMELINES (MANDATORY)

Ref	Capability Area	Requirement	Compliance (Yes/No)
C7.1	OCPI Pilot	Commence OCPI pilot implementation within six (6) months of contract signing.	<input type="checkbox"/> Yes <input type="checkbox"/> No
C7.2	Full Deployment	Complete OCPI deployment within twelve (12) months of contract signing.	<input type="checkbox"/> Yes <input type="checkbox"/> No
C7.3	Pilot Scope	Submit a defined OCPI pilot scope, milestones, and success criteria.	<input type="checkbox"/> Yes <input type="checkbox"/> No

C8. FUTURE-READINESS & EXTENSIBILITY (OPTIONAL)

Ref	Capability Area	Requirement	Response
C8.1	Reservation Exposure	Describe how reservation-related information may be exposed via OCPI, where supported by future versions of the standard.	Narrative
C8.2	Additional Modules	Describe support or roadmap for additional OCPI modules or extensions.	Narrative

Ref	Capability Area	Requirement	Response
C8.3	Regional Strategy	Describe strategy for East African or continental roaming interoperability.	Narrative

C9. VERIFICATION & DEMONSTRATION (MANDATORY)

Ref	Capability Area	Requirement	Compliance (Yes/No)
C9.1	OCPI Demonstration	The bidder shall demonstrate OCPI message exchange using sandbox or live endpoints.	<input type="checkbox"/> Yes <input type="checkbox"/> No
C9.2	Credential Exchange	Demonstrate secure OCPI credential onboarding.	<input type="checkbox"/> Yes <input type="checkbox"/> No
C9.3	Session Flow	Demonstrate OCPI session and CDR exchange.	<input type="checkbox"/> Yes <input type="checkbox"/> No

C10. USE OF THIRD -PARTY INTEROPERABILITY TECHNOLOGIES (MANDATORY)

- i) The Procuring Entity confirms that bidders may rely on third-party interoperability technologies or services to deliver an OCPI-compliant interoperability layer, provided that the bidder remains the prime contractor and retains full responsibility for compliance, performance, and delivery of the OCPI services under this tender.
- ii) The proposed OCPI layer shall be natively compliant with **OCPI version 2.2.x or later**, irrespective of whether components are developed in-house or procured from third parties.
- iii) Governance of the OCPI layer, including onboarding rules, participation policies, transaction pricing, data access, and dispute handling, shall remain with the Procuring Entity and shall not be delegated to or constrained by any third-party platform or service.
- iv) All OCPI data, including but not limited to locations, sessions, charging detail records (CDRs), tariffs, and tokens, shall remain under the ownership and control of the Procuring Entity and participating Charge Point Operators.
- v) The use of third-party interoperability platforms shall not replace, override, or act as a mandatory intermediary to the OCPI layer procured under this tender, nor shall it impose mandatory commercial terms, minimum volumes, exclusivity arrangements, or external settlement mechanisms.
- vi) The proposed architecture shall support substitution or replacement of any third-party interoperability component without loss of OCPI functionality, data integrity, or service continuity.
- vii) Use of third-party technologies shall not transfer ownership or governance of the Trust Anchor, Root CA, or certificate policy authority from the Procuring Entity

SECTION D – SYSTEM ARCHITECTURE, INTEGRATION & INTEROPERABILITY REQUIREMENTS

Evaluation Method: Pass / Fail

Compliance Requirement: Bidders must demonstrate compliance with **all requirements** in this section. Failure to meet any requirement in this section shall result in **disqualification** from the OCPI bid.

D1. Purpose of Section

This section defines the **mandatory system architecture, integration principles, and interoperability requirements** governing the interaction between:

- i) EV Supply Equipment (EVSEs),
- ii) The Charge Point Operator (CPO) platform, and
- iii) The Open Charge Point Interface (OCPI) interoperability layer.

The requirements in this section apply **across both CPO and OCPI scopes** and are intended to ensure **operational reliability, standards compliance, scalability, and future readiness**.

D2. Architectural Separation of Responsibilities (Mandatory)

Ref	Requirement	Compliance (Yes/No)
D2.1	The solution shall implement a layered architecture that separates real-time EVSE control from transaction accounting, interoperability, and national visibility functions.	<input type="checkbox"/> Yes <input type="checkbox"/> No
D2.2	Real-time charging control (including authorization, session start/stop, metering, and fault handling) shall remain the responsibility of the CPO platform and EVSE control layer using OCPP or equivalent protocols.	<input type="checkbox"/> Yes <input type="checkbox"/> No
D2.3	The OCPI layer shall not be used for direct charger control and shall not constitute a real-time dependency for charging operations.	<input type="checkbox"/> Yes <input type="checkbox"/> No
D2.4	Where third-party technologies or services are utilized within the proposed system architecture, the architecture shall ensure that such components remain substitutable, non-exclusive, and do not compromise compliance with OCPI standards, data ownership requirements, or governance controls defined by the Procuring Entity.	<input type="checkbox"/> Yes <input type="checkbox"/> No

D3. Mandatory Functional Layer Model

Ref	Requirement	Compliance (Yes/No)
D3.1	The solution shall support the following functional layers: (a) EVSE Control Layer, (b) CPO Platform Layer, and (c) OCPI Interoperability & Visibility Layer.	<input type="checkbox"/> Yes <input type="checkbox"/> No
D3.2	Clear functional boundaries shall be maintained between the CPO platform and the OCPI layer.	<input type="checkbox"/> Yes <input type="checkbox"/> No
D3.3	Failure or degradation of the OCPI layer shall not prevent EVSE operation or charging session continuity.	<input type="checkbox"/> Yes <input type="checkbox"/> No

D4. CPO–OCPI Interaction Model (Mandatory)

Ref	Requirement	Compliance (Yes/No)
D4.1	All charging sessions, including sessions conducted entirely within a single CPO ecosystem, shall be reported to the OCPI layer for national visibility, accounting, and audit purposes.	<input type="checkbox"/> Yes <input type="checkbox"/> No
D4.2	Reporting of charging sessions to the OCPI layer shall not delay or block charging session initiation, continuation, or termination.	<input type="checkbox"/> Yes <input type="checkbox"/> No
D4.3	The OCPI layer shall operate as a transaction accounting, interoperability, and visibility layer only.	<input type="checkbox"/> Yes <input type="checkbox"/> No

D5. Asynchronous & Non-Blocking Operation (Mandatory Safeguard)

Ref	Requirement	Compliance (Yes/No)
D5.1	The OCPI implementation shall support asynchronous, non-blocking exchange of charging session data.	<input type="checkbox"/> Yes <input type="checkbox"/> No
D5.2	Temporary unavailability of the OCPI layer shall not result in denial of charging services.	<input type="checkbox"/> Yes <input type="checkbox"/> No

D6. Store-and-Forward / Offline Tolerance

Ref	Requirement	Compliance (Yes/No)
D6.1	The platform shall support buffering, queuing, and delayed transmission of OCPI messages during temporary outages or connectivity interruptions.	<input type="checkbox"/> Yes <input type="checkbox"/> No
D6.2	Buffered OCPI data shall be securely transmitted once connectivity is restored, ensuring eventual consistency and full auditability.	<input type="checkbox"/> Yes <input type="checkbox"/> No

D7. Performance, Scalability & National Readiness

Ref	Requirement	Compliance (Yes/No)
D7.1	The solution shall support national-scale charging session volumes, including high-frequency internal CPO sessions.	<input type="checkbox"/> Yes <input type="checkbox"/> No
D7.2	The bidder shall demonstrate that the OCPI layer can scale horizontally and support rate-limiting and throttling mechanisms.	<input type="checkbox"/> Yes <input type="checkbox"/> No
D7.3	The bidder shall declare supported OCPI transaction throughput (sessions per hour/day).	<input type="checkbox"/> Yes <input type="checkbox"/> No

D8A. Vehicle-to-Charger Communication & Plug & Charge Architecture (Mandatory)

Ref	Requirement	Compliance (Yes/No)
D8A.1	The system architecture shall support standards-based vehicle-to-charger communication , including ISO 15118 , to enable Plug & Charge authentication and secure session initiation	<input type="checkbox"/> Yes <input type="checkbox"/> No
D8A.2	ISO 15118 implementation shall integrate with the platform's Public Key Infrastructure (PKI) and Trust Anchor framework for certificate-based authentication and trust management.	<input type="checkbox"/> Yes <input type="checkbox"/> No
D8A.3	The architecture shall support future extensibility of ISO 15118-based services, including but not limited to advanced authentication models, smart charging, and grid-related use cases, without fundamental redesign.	<input type="checkbox"/> Yes <input type="checkbox"/> No
D8A.3	Use of third-party technologies shall not transfer ownership or governance of the Trust Anchor, Root CA, or certificate policy authority from the Procuring Entity	<input type="checkbox"/> Yes <input type="checkbox"/> No

D8B. Security, Data Integrity & Auditability

Ref	Requirement	Compliance (Yes/No)
D8B.1	All CPO–OCPI interactions shall be secured using industry-standard encryption and authentication mechanisms.	<input type="checkbox"/> Yes <input type="checkbox"/> No
D8B.2	The solution shall ensure integrity, non-repudiation, and auditability of all charging session records reported to OCPI.	<input type="checkbox"/> Yes <input type="checkbox"/> No
D8B.3	The solution shall ensure business continuity and disaster recovery having redundancy and failover mechanisms.	

D9. Future Grid Orchestration Readiness (Mandatory Capability)

Ref	Requirement	Compliance (Yes/No)
D9.1	The OCPI layer shall support aggregation and reporting of EV charging infrastructure and session data to enable future grid orchestration and national energy planning use cases.	<input type="checkbox"/> Yes <input type="checkbox"/> No
D9.2	Grid orchestration readiness shall be achieved through data aggregation and analytics interfaces, without requiring direct EVSE control via OCPI.	<input type="checkbox"/> Yes <input type="checkbox"/> No

D10. Cross-Reference Clause

Compliance with this section shall be read in conjunction with:

- i) **Section B – CPO Technical Requirements**, and
- ii) **Section C – OCPI Technical Requirements**.
- iii) Indicative system architecture diagrams are provided in Appendix A for clarity of intent and shall be read in conjunction with this section.

Technical Evaluation Criteria

Bidders must achieve 100% compliance with all mandatory supplier and technical requirements in Stage 1 to qualify for technical scoring in Stage 2. No substitutions, conditional compliance, or future commitments shall be accepted in lieu of mandatory requirements unless explicitly stated. The CPO and OCPI offers shall be evaluated independently at this stage

STAGE 2 – TECHNICAL EVALUATION

1) Purpose of Technical Scoring

Stage 2 of the technical evaluation shall apply **only to bidders who have fully complied with all mandatory requirements under Stage 1**. The objective of Stage 2 is to:

- i) Assess whether bidders meet the required **technical quality threshold**.
- ii) Identify **technically responsive bidders** capable of delivering the CPO platform and services.

Failure to achieve the minimum technical score in stage 2 shall result in disqualification from financial evaluation.

2) Scoring Methodology

2.1 Stage 2 Technical Weights & Normalization

Technical evaluation under Stage 2 shall be conducted across three distinct technical components, namely:

- Stage 2A – CPO Technical Capabilities
- Stage 2B – OCPI Technical Capabilities
- Stage 2C – Architecture, Integration & Interoperability

Each component shall be scored independently using its respective scoring matrix.

The raw scores obtained under each component shall be normalized to the applicable weight as set out in Table 2-1 below.

Table 2-1: Stage 2 Technical Weights

Stage	Description	Maximum Raw Score	Weight (%)
Stage 2A	CPO Technical Capabilities	100	40
Stage 2B	OCPI Technical Capabilities	100	40
Stage 2C	Architecture, Integration & Interoperability	100	20
Total			100

Normalization Formula (Immediately Below the Table)

The weighted score for each technical component shall be calculated using the following formula:

Weighted Score = (Bidder's Raw Score / Maximum Possible Score for the Component) × Component Weight)

The sum of weighted scores across all Stage 2 components shall constitute the bidder’s total technical score.

2.2 Scoring Scale

Each criterion shall be scored on a 5 scale basis - Not addressed (0), Poor – marginally addresses requirement, Fair – partially meets requirement, Good – fully meets requirement, Very Good – exceeds requirement, and Excellent – significantly exceeds requirement with clear added value (maximum Score).

2.2 Qualification Threshold

- i) Bidders achieving a minimum technical score of **70% or above** shall be declared **Technically Responsive**.
- ii) All Technically Responsive bidders shall proceed to **Stage 3**.
- iii) Technical scores shall be recorded for reference but **shall not be weighted with financial scores**.

STAGE 2A – CPO TECHNICAL SCORING MATRIX

(Applies to all bidders; award of CPO is mandatory scope)

Ref	Criterion	What Is Being Evaluated	Score (%)
CPO-T1	Platform Architecture & Scalability	Multi-tenancy, resilience, national scalability, role separation	15
CPO-T2	Front-End User Experience (Web & Mobile)	Usability, QR/web flow, guest charging journey, accessibility	15
CPO-T3	Charging Operations & Device Management	AC/DC operations, OCPP handling, session reliability	15
CPO-T4	Billing, Payments & Tariff Management	Prepaid/postpaid, ToU pricing accuracy, Payment handling	15
CPO-T5	Vehicle-Level Analytics & Reporting	Vehicle profiles, odometer capture, efficiency computation	10
CPO-T6	Integrations	Depth of billing, finance, payment integrations	10
CPO-T7	Security, Data Governance & Compliance	Access controls, auditability, data protection	10
CPO-T8	Deployment & Operational Readiness	Credibility of rollout plan, resourcing, risk mitigation	10
Total			100%

Note:

Scores **will not** be awarded for merely restating mandatory compliance. Scores require **demonstrated maturity** e.g. Real screenshots, Reference deployments, Demonstration outcomes, clear operational workflows. Bidder should include documented evidence in their tender submission.

STAGE 2B – OCPI TECHNICAL SCORING MATRIX

(Applies only if OCPI scope has compliant bidders from Stage 1)

Ref	Criterion	What Is Being Evaluated	Score (%)
OCPI-T1	OCPI Architecture & Role Handling	CPO/eMSP role separation, hub readiness	15
OCPI-T2	OCPI Module Coverage & Maturity	Depth of implementation of required OCPI modules	20
OCPI-T3	Multi-CPO Governance & Neutrality	Data segregation, autonomy, governance controls	15
OCPI-T4	Roaming & Interconnection Models	Bilateral & hub-based roaming capability	10
OCPI-T5	Settlement, CDRs & Reconciliation	Traceability, reconciliation workflows, reporting	15
OCPI-T6	Security, Access Control & Auditability	Credential handling, logging, secure communications	10
OCPI-T7	Deployment Roadmap & Pilot Strategy	Realism of pilot and full rollout plan	10
OCPI-T8	Future Readiness & Regional Vision	Optional items: reservation exposure, regional scaling	5
Total			100%

Note:

Scores **will not** be awarded for merely restating mandatory compliance. Scores require **demonstrated maturity** e.g. Real screenshots, Reference deployments, Demonstration outcomes, clear operational workflows. Bidder should include documented evidence in their tender submission.

- i) Scores require **evidence of live or sandbox OCPI integrations**
- ii) Roadmaps without proof score **no higher than 3/5**
- iii) Optional items (C8) may improve scores but **cannot compensate for weak core OCPI capability**

STAGE 2C – ARCHITECTURE, INTEGRATION & INTEROPERABILITY TECHNICAL SCORING MATRIX

Only bidders who have passed all Stage 1 mandatory requirements, including Section D – System Architecture, Integration & Interoperability Requirements, shall be evaluated under this stage.

Evaluation Objective:

To assess the **quality, robustness, scalability, and future readiness** of the bidder’s proposed system architecture governing the interaction between EVSEs, the CPO platform, and the OCPI layer.

STAGE 2C SCORING TABLE

Ref	Evaluation Criterion	Description	Max Score
T2C.1	Architectural Soundness	Clarity and correctness of the layered architecture, including separation of EVSE control, CPO operations, OCPI visibility/interoperability functions, and ISO 15118 Plug & Charge integration	20
T2C.2	CPO–OCPI Integration Design	Quality and efficiency of the proposed interaction model between the CPO platform and the OCPI layer, including session reporting and data flows.	20
T2C.3	Resilience & Fault Tolerance	Effectiveness of asynchronous, non-blocking design, store-and-forward capability, and fallback mechanisms during OCPI unavailability.	20
T2C.4	Scalability & Performance	Ability of the architecture to support national scale charging volumes, including throughput, rate limiting, and horizontal scaling.	20
T2C.5	Future Readiness	Readiness of the architecture to support future use cases such as national dashboards, analytics, and grid orchestration without major redesign.	20
Total			100%

3. Combined Technical Evaluation Outcome Logic

Following completion of Stage 2 technical evaluation, bidders shall be assessed against the Combined Technical Outcome Logic set out below.

The Combined Technical Outcome Logic defines the minimum technical conditions under which a bidder shall be deemed technically qualified to proceed to **Stage 3 – Financial Evaluation**, either for the CPO scope, the combined CPO and OCPI scopes, or neither.

Scenario	CPO (2A)	OCPI (2B)	Architecture (2C)	Outcome
1	≥ 70%	≥ 70%	≥ 60%	Eligible for CPO + OCPI
2	≥ 70%	< 70%	≥ 60%	Eligible for CPO only
3	≥ 70%	Any	< 60%	Disqualified
4	< 70%	Any	Any	Disqualified

STAGE 3: COMMERCIAL & FINANCIAL CONSIDERATIONS

Financial evaluation shall be conducted on the basis of the **Total Cost of Ownership (TCO)** and **Total Commercial Value** over the maximum contract period of three (3) years.

One-time costs shall be evaluated once, while recurrent and transaction-based charges shall be annualized and aggregated over the three-year contract period using bidder-provided rates and the Procuring Entity's reference usage assumptions.

Commercial and Financial Considerations shall be evaluated in three (3) stages below:

- i) **Stage 3A** – Commercial & Financial Considerations: **CPO Platform & Operations**
- ii) **Stage 3B** – Commercial & Financial Considerations: **OCPI Interoperability Platform**
- iii) **Stage 3C** – **Combined Financial Evaluation & Award Determination**

STAGE 3A: CPO PLATFORM & OPERATIONS

This includes the commercial model, pricing principles, revenue sharing, and cost structure for the **CPO platform**, including third-party EVSE onboarding and Kenya Power's dual role as CPO Operator and EVSE Owner.

3A.1 Context and Commercial Intent

Kenya Power seeks to procure a **Charge Point Operator (CPO) platform and services** to support the public operation of electric vehicle charging infrastructure and to catalyse electric vehicle adoption in Kenya. Kenya Power:

- a) Will operate as a **CPO** for its own charging infrastructure
- b) Is also an **EVSE owner** for chargers it owns
- c) Intends to **open its CPO platform to third-party EVSE owners**, subject to defined governance rules
- d) Does not intend to operate the platform on an exclusive or monopolistic basis and recognizes that Kenya Power is **one of several potential CPOs in the market**

The commercial model shall therefore support **multi-stakeholder participation**, transparency, and long-term sustainability.

3A.2 Commercial Principles

The financial and commercial proposals shall adhere to the following principles:

- Minimize fixed and recurring operational expenditure
- Emphasize clearly defined **one-time onboarding and setup costs**
- Permit only **limited, well-defined annual service fees**
- Use **gross-margin-based revenue sharing** to fund ongoing operations and support
- Ensure transparency, auditability, and scalability

3A.3 Scope of CPO Commercial Services

The commercial scope under this stage includes:

- Provision and operation of the CPO platform on a SaaS or PaaS basis
- Onboarding and management of Kenya Power-owned EVSEs
- Onboarding of **third-party EVSEs** onto the Kenya Power CPO platform
- Operation of customer-facing mobile and web charging applications
- Ongoing platform support, maintenance, and SLA services

3A.4 One-Time / Non-Recurrent Costs (To Be Priced Separately)

Bidders shall separately price the following non-recurrent cost components:

Ref	Cost Item	Description
CPO-A1	Platform Onboarding & Setup	Master account setup, platform configuration, and legal onboarding
CPO-A2	Initial EVSE Onboarding	Technical onboarding of initial EVSEs (including ID allocation and data upload)
CPO-A3	Backend & API Integration	OCPP integrations and connectivity to internal systems
CPO-A4	White-Label Branding	Customization of mobile and web UI/UX to Kenya Power branding
CPO-A5	Testing & Go-Live	Quality assurance, security checks, and production launch support

3A.5 Permitted Annual / Recurrent Charges

The following recurring charges shall be permitted, provided they are clearly itemized and disclosed:

3A.5.1 Annual CPO Service Fee

An annual service fee covering:

- i) Platform availability
- ii) Security updates
- iii) Support services
- iv) System upgrades
- v) Service-level agreement (SLA) commitments.

3A.5.2 Annual Charging Gun / EVSE Fee

A fixed annual fee per charging gun or EVSE covering:

- i) Device connectivity
- ii) OCPP operations
- iii) Monitoring and basic device management.

No other recurring license fees or mandatory charges shall be introduced unless explicitly disclosed and approved.

3A.6 Gross-Margin-Based Revenue Sharing Model

3A.6.1 Definition of Gross Margin

For the purposes of this procurement: **Gross Margin** means charging revenue **net of energy costs and applicable taxes & levies**.

3A.6.2 Revenue Sharing Structure - Bidders shall propose a **three-way gross-margin revenue sharing model** involving:

- i) **CPO Service Provider** – for platform support, maintenance, and operations
- ii) **CPO** – for customer management, pricing, and operational responsibilities
- iii) **EVSE Owner** – for charger asset ownership and site-related costs

3A.6.3 Kenya Power’s Role

Kenya Power shall be both the **CPO Operator** and a **EVSE Owner** in relation to its EVSE on boarded to the CPO platform. Consequently, Kenya Power shall be entitled to the **corresponding revenue shares** applicable to each role.

3A.6.4 Mandatory Bidder Disclosures - Bidders shall clearly disclose:

- i) Proposed gross-margin split percentages
- ii) Any variations by charger type (AC/DC) or EVSE ownership
- iii) Any volume-based tiers or thresholds
- iv) Any caps, floors, or minimum guarantees

All revenue calculations shall be **traceable and auditable at individual charging-session level**.

3A.7 Third-Party EVSE Onboarding

The proposed commercial model shall support:

- i) Onboarding of third-party EVSE owners onto the Kenya Power CPO platform
- ii) Clear separation of EVSE ownership, energy costs, and revenue entitlements
- iii) Configurable revenue sharing per EVSE or EVSE owner

Any onboarding fees applicable to third-party EVSEs shall be clearly disclosed.

3A.8 Commercial Safeguards

3A.8.1 Non-exclusivity

Neither Kenya Power nor third-party EVSE owners shall be contractually restricted from participating in other platforms beyond the scope of this contract, subject to agreed governance rules.

3A.8.2 Transparency & Auditability - The platform shall provide reports clearly showing:

- i) Charging revenue
- ii) Energy costs
- iii) Gross margin
- iv) Revenue shares per stakeholder

3A.9 Pricing and Escalation

- i) All prices shall be quoted in **Kenya Shillings (KES)**, exclusive of VAT
- ii) Any escalation clauses shall be explicitly stated
- iii) Undisclosed or implicit cost escalations shall not be permitted

3A.10 Exit and Portability

- i) Data ownership shall remain with Kenya Power and/or the respective EVSE owners
- ii) Exit costs, if any, shall be clearly disclosed
- iii) No proprietary lock-in or data extraction fees shall be imposed

3A.11 Strategic Rationale

This commercial model:

- i) Supports Kenya Power's role as a **market enabler**, not a monopolistic operator
- ii) Encourages private investment in EV charging infrastructure
- iii) Keeps long-term operational costs predictable
- iv) Aligns incentives across platform provider, operator, and EVSE owners
- v) The CPO platform shall support configurable minimum charge session fees or minimum billable thresholds to safeguard platform and OCPI cost recovery, including for zero-tariff or promotional charging

3A.12 OCPI Commercial & Revenue-Sharing Principles

- i) The OCPI interoperability layer shall operate on a **transaction-based commercial model**, under which all costs associated with OCPI platform operation, security, hosting, clearing, settlement, and any third-party interoperability technologies shall be recovered exclusively through **per-session OCPI transaction fees**.
- ii) The OCPI transaction fee shall be payable for each completed roaming charging session processed through the OCPI layer, between distinct CPO and/or eMSP parties.
- iii) OCPI transaction fee revenues shall be subject to a **revenue-sharing arrangement** between the OCPI Service Provider and the Platform Owner, reflecting their respective operational, governance, and stewardship roles.
- iv) The detailed OCPI revenue-sharing structure shall be proposed by bidders as part of their financial submissions and evaluated at **Stage 3 – Financial Evaluation**.
- v) No annual OCPI license fees, participation fees, minimum spend commitments, or volume guarantees shall apply unless expressly stated in the tender document.
- vi) OCPI revenue sharing shall apply solely to OCPI transaction fees and shall be independent of any revenue-sharing arrangements applicable at the CPO charging services level.

STAGE 3B: OCPI INTEROPERABILITY PLATFORM & SERVICES

In the event of any inconsistency between OCPI commercial principles described in Stage 3A and the detailed OCPI commercial provisions in Stage 3B, the provisions of Stage 3B shall prevail

3B.1 Purpose and Strategic Intent

Kenya Power seeks to procure an **OCPI-compliant interoperability platform** to support:

- a) **A unified national inventory of EV charging infrastructure**, providing real-time visibility of charging locations, availability, and operational status across multiple independent Charge Point Operators (CPOs); and
- b) **Roaming interoperability**, enabling cross-CPO charging, authentication, tariff exchange, session tracking, and settlement where applicable. The OCPI platform shall operate as a **neutral interoperability and visibility layer** and shall not compete with individual CPO platforms.

3B.2 Functional Separation of OCPI Use Cases

For clarity and avoidance of ambiguity, the OCPI shall be OCPI v 2.2.x (or later) compliant platform and support **two distinct but complementary functional planes**:

3B.2.1 National Visibility & Discovery Plane (Always-On)

This plane supports continuous, non-transactional data exchange to enable:

- i) A national map of EV charging locations
- ii) Real-time EVSE status (Available, Occupied, Faulted, Offline)
- iii) Charger technical characteristics (connector type, power rating)
- iv) Tariff visibility, including zero-rated or free charging tariffs
- v) Public-facing and operational dashboards

This functionality shall operate **continuously**, independent of charging sessions and regardless of whether roaming is enabled.

3B.2.2 Roaming & Transactional Interoperability Plane (Event-Based)

This plane supports transaction-based interoperability, including:

- Cross-CPO authentication and authorization
- Charging session lifecycle exchange
- Charge Detail Record (CDR) exchange
- Settlement and reconciliation between CPOs and eMSPs

Charging sessions conducted entirely within a single CPO ecosystem shall not be **real-time controlled or authorized** through the OCPI layer but **shall be reported post-session to the OCPI layer** for national visibility, accounting, and audit purposes.

3B.3 OCPI Modules Supporting Each Plane

OCPI Module	Visibility Plane	Roaming Plane
Versions & Credentials	✓	✓
Locations	✓	–
Status Notifications	✓	–
Tariffs	✓	✓
Tokens	–	✓
Sessions	–	✓
CDRs	–	✓

3B.4 One-Time / Non-Recurrent OCPI Costs (MANDATORY & SEPARATELY PRICED)

Bidders **shall itemize and price separately** all one-time costs associated with establishment, onboarding, testing, and go-live of the OCPI interoperability platform.

These costs shall be evaluated under **F1 – One-Time / Non-Recurrent Costs**.

OCPI One-Time Cost Matrix

Ref	Cost Item	Description
OCPI-A1	Master Account Setup	Establishment of the primary OCPI platform account, including tenant configuration and role definition
OCPI-A2	Legal Onboarding	Legal, contractual, and compliance onboarding required to operate the OCPI platform
OCPI-A3	Governance Configuration	Configuration of governance rules, participation policies, access controls, and CPO onboarding workflows
OCPI-A4	Middleware & API Connectivity	Development and configuration of middleware and APIs to connect CPO platforms to the OCPI layer (OCPI v2.2.x compliant)
OCPI-A5	White-Label / Branding (if applicable)	Customization of OCPI portals, dashboards, or discovery interfaces to Kenya Power branding requirements
OCPI-A6	Sandbox Environment Setup	Provisioning and configuration of sandbox/test environments for OCPI integration and validation
OCPI-A7	Pilot Execution	Execution of the OCPI pilot, including selected CPOs, test scenarios, and success validation
OCPI-A8	Certification & Compliance Testing	OCPI conformance testing, certification, and security validation
OCPI-A9	Production Go-Live	Transition from pilot to live production environment, including cutover support

Important:

All items OCPI-A1 to OCPI-A9 are **mandatory cost lines** and must be priced. Omission of any mandatory cost item will render the financial proposal non-responsive. If not chargeable bidders should place a zero cost as opposed to leaving the line item with a blank cost field.

3B.5 Recurrent / Usage-Based OCPI Charges (ALLOWED, BUT CONTROLLED)

Given that the OCPI platform supports **continuous national visibility** in addition to roaming transactions, bidders shall propose a **two-component recurring cost model** as follows:

A) National Visibility & Platform Readiness Charges (Baseline)

Ref	Charge Component	Description
OCPI-P1	Annual OCPI Participation Fee	Covers continuous operation of the national charger inventory, real-time status exchange, platform availability, governance, and security
OCPI-P2	CPO Onboarding Fee	One-time technical onboarding of a CPO into the OCPI visibility layer
OCPI-P3	Optional Minimum Annual Commitment	Minimum contribution to shared OCPI platform costs, offset against roaming usage where applicable

These charges shall be **independent of charging session volumes**.

B) Roaming & Transaction-Based Charges

Ref	Charge Component	Description
OCPI-T1	Per-Roaming Session Fee	Applied only where a charging session involves cross-CPO or eMSP roaming
OCPI-T2	Per-CDR Processing Fee	Fee for generation, exchange, and reconciliation of Charge Detail Records
OCPI-T3	Margin-Based Fee (Optional)	Percentage fee applied only to roaming margins, not gross charging revenue

Mandatory Pricing Rules

- All OCPI charges shall be **transparent, auditable, and clearly itemized**.
- No undisclosed minimums or bundled charges shall be permitted.
- Charges related to national visibility shall not be disguised as per-session OCPI transaction fees.

3B.6 Governance, Neutrality, and Safeguards - The OCPI commercial model shall:

- i) Preserve CPO autonomy over tariffs and roaming participation
- ii) Support opt-in / opt-out roaming arrangements
- iii) Avoid exclusivity or anti-competitive constraints
- iv) Ensure data ownership remains with originating CPOs

3B.7 Pricing, Currency, and Exit

- i) All prices shall be quoted in **KES**, exclusive of VAT
- ii) Escalation mechanisms must be explicit
- iii) Exit costs, if any, shall be clearly disclosed
- iv) No proprietary data lock-in shall apply

STAGE 3C: COMBINED FINANCIAL EVALUATION & AWARD DETERMINATION

3C.1 Purpose of Stage 3C

This stage defines the **financial evaluation methodology and award determination** for bidders declared **technically responsive** after Stages 1 and 2.

This stage constitutes the **final award stage**.

3C.2 Financial Offers to Be Evaluated - Financial offers shall be evaluated for:

- i) **CPO Platform & Operations (Stage 3A)**; and
- ii) **OCPI Interoperability Platform (Stage 3B)**, where submitted.

Each component shall first be scored **independently out of 100 points**, using the same financial criteria structure.

3C.3 Financial Evaluation Criteria (Per Component – CPO & OCPI)

Ref	Criterion	Max Points
F1	One-Time / Non-Recurrent Costs	25
F2	Annual / Recurrent Charges	25
F3	Revenue / Margin Sharing Model	40
F4	Pricing Transparency & Commercial Risk	10
Total		100

3C.3.1 Cost-Based Financial Scoring Formula

For cost-based financial criteria, including one-time / non-recurrent costs (F1) and annual or recurrent charges (F2) above, scores shall be calculated using the following formula:

Score = (Lowest Evaluated Cost/Bidder’s Evaluated Cost) × Maximum Points

Where “Evaluated Cost” refers to the total cost derived from the bidder’s completed financial submission template for the applicable criterion.

Note:

- i) Bidders are advised that the lowest evaluated compliant cost will receive the maximum available points for the relevant criterion, and all other compliant bids will be scored proportionally
- ii) Financial submissions that omit mandatory cost items, include conditional pricing, or present costs in a non-comparable manner will be rejected as non-responsive

3C.4 Aggregation of CPO and OCPI Financial Scores

a) Where Both CPO and OCPI Financial Offers Are Evaluated

- CPO Financial Score contributes **50%**
- OCPI Financial Score contributes **50%**

Resulting in a **maximum combined score of 100 points**.

Final Financial Score = (CPO Score × 0.50) + (OCPI Score × 0.50)

b) Where Only CPO Financial Offers Are Evaluated

Where OCPI is deferred as non-responsive:

- Final evaluation shall be based solely on the **CPO Financial Score**
- Maximum possible score shall be **50 points**.

3C.5 Award Determination

- i) The bidder achieving the **highest final financial score** shall be ranked first and recommended for award.
- ii) Kenya Power **intends, where practicable, to award both CPO and OCPI services to a single service provider** to ensure:
 - a. Operational coherence
 - b. Single-point accountability
 - c. Reduced dispute risk
- iii) Kenya Power reserves the right to:
 - a. Award CPO services only
 - b. Defer OCPI services
 - c. Enter limited post-evaluation commercial clarifications with the highest-ranked bidder

BIDDER FINANCIAL SUBMISSION TEMPLATES

MANDATORY FINANCIAL ASSUMPTIONS

- a) No annual OCPI license or participation fees are permitted.
- b) No minimum OCPI spend commitments are permitted.
- c) All OCPI platform and developer fees shall be included in the per-session OCPI transaction fees.
- d) Architecture & integration costs shall be deemed included in the prices submitted.
- e) Prices shall be firm for the contract period unless otherwise stated.
- f) Financial bids that introduce pricing structures inconsistent with the prescribed pricing forms or funding model shall be deemed non-responsive.

FORM F1 – ONE-TIME / NON-RECURRENT COSTS

All costs shall be inclusive of compliance with Stage 1 – Section D (System Architecture & Integration Requirements).

F1A – CPO PLATFORM ONE-TIME COSTS

Ref	Cost Item	Description	Qty	Unit Price (KES)	Bidder Total Amount (KES)
F1A.1	CPO Platform Onboarding/ Setup	Master tenant setup, system configuration, user roles	1		
F1A.2	EVSE Onboarding	Technical onboarding of initial EVSEs (DC)/Connector	100		
F1A.3	EVSE Onboarding	Technical onboarding of initial EVSEs (AC)/Connector	100		
F1A.4	CPO Integration	Integration with Kenya Power billing, payment & financial systems	1		
F1A.5	Branding & White- Labelling	Mobile & web app branding	1		
F1A.6	Testing & Go-Live	User Acceptance Test, production launch	1		
Total F1A					
16% VAT					
Total F1A Inclusive 16% VAT					

Note: The initial EVSE onboarding fees – Reference volumes shall be used solely for financial comparison and shall not constitute volume commitments. This item shall be awarded on ‘actual on boarded EVSE units’ basis at the offered unit prices.

F1B – OCPI PLATFORM ONE-TIME COSTS

Ref	Cost Item	Description	Qty	Unit Price (KES)	Bidder Total Amount (KES)
F1B.1	OCPI Platform Onboarding	Master Account setup, interchange platform configuration, legal onboarding	1		
F1B.2	API & Backend Integration (OCPI/OCPP)	Middleware development to connect CPO backends to the National Switch (OCPI 2.2 support)	1		
F1B.3	Middleware & API Connectivity	OCPI–CPO integration (v2.2.x compliant)	1		
F1B.4	White-Label / Branding	Custom UI/UX for the roaming app/portal, branded specifically for KPLC/National entity	1		
F1B.5	Sandbox Environment	Test environment setup	1		
F1B.6	Pilot Execution	Pilot rollout & validation	1		
F1B.7	Testing, Certification & Go-Live	End-to-end testing (QA), security audit, and "Interchange CHECK" certification.	1		
Total F1B					
16 % VAT					
Total F1B inclusive 16% VAT					

FORM F2 – RECURRENT / TRANSACTION-BASED CHARGES

F2A – CPO Recurrent Charges (3-Year Contract Period)

Ref	Charge Item	Unit	Qty	Year 1 Unit Cost (KES)	Year 1 Amount (KES)	Year 2 Unit Cost (KES)	Year 2 Amount (KES)	Year 3 Unit Cost (KES)	Year 3 Amount (KES)	3-Year Total (KES)
F2A.1	Annual CPO Service Fee	Per annum	1							
F2A.2	EVSE Management Fee (DC)	Per charging gun / year	100							
F2A.3	EVSE Management Fee (AC)	Per charging gun / year	100							
F2A.4	Optional Value-Added Services	As described (annual)	1							
	F2A Sub-Total (Excl. VAT)									
	16% VAT									
	F2A Total (Incl. 16% VAT)									

Note: The EVSE management fees – Reference volumes shall be used solely for financial comparison and shall not constitute volume commitments. This item shall be awarded on ‘actual on boarded EVSE units’ basis at the offered unit prices.

F2B – OCPI SESSION TRANSACTION FEES (3-YEAR CONTRACT PERIOD)

All OCPI platform, hosting, operational, and developer/system owner fees shall be recovered exclusively from the per-session OCPI transaction fees below.

Ref	Session Type	Unit	Quantity (Per Year)	Year 1 Unit Fee (KES)	Year 1 Amount (KES)	Year 2 Unit Fee (KES)	Year 2 Amount (KES)	Year 3 Unit Fee (KES)	Year 3 Amount (KES)	3-Year Total (KES)
F2B.1	Internal CPO Charging Session	Per completed session	100,000							
F2B.2	Roaming Charging Session	Per completed session	10,000							
	F2B Sub-Total (Excl. VAT)									
	16% VAT									
	F2B Total (Incl. 16% VAT)									

FORM F3 – CPO REVENUE SHARING (GROSS MARGIN BASIS)

Gross Margin = Charging Revenue less energy cost and statutory taxes.

F3A – CPO REVENUE SHARE STRUCTURE (3-YEAR CONTRACT PERIOD)

Applies to gross charging revenue net of energy cost and applicable taxes.

Party	Year 1 Share (%)	Year 2 Share (%)	Year 3 Share (%)	Comments / Rationale (Optional)
CPO Service Provider				
CPO Operator				
EVSE Owner				
Total	100%	100%	100%	

Note:

- a) Revenue sharing shall apply to **gross charging revenue net of energy costs and applicable taxes**.
- b) Bidders may propose **different revenue shares for each contract year**, reflecting market ramp-up, operational maturity, or investment recovery considerations.
- c) The total revenue share for each contract year shall equal **100%**.
- d) Kenya Power, where acting as both **CPO Operator and EVSE Owner**, shall be entitled to the combined share applicable to those roles.
- e) Revenue sharing proposals shall be evaluated based on **commercial fairness, sustainability, transparency, and alignment with the Procuring Entity's operating model**.

F3B – OCPI REVENUE SHARE STRUCTURE (3-YEAR CONTRACT PERIOD)

Applies to OCPI transaction fees collected per completed charging session.

F3B – OCPI Revenue Share Matrix

Party	Year 1 Share (%)	Year 2 Share (%)	Year 3 Share (%)	Comments / Rationale (Optional)
OCPI Service Provider				
Platform Owner / National Entity				
Total	100%	100%	100%	

Note:

- a) OCPI revenue sharing shall apply **exclusively to OCPI transaction fees** payable per completed charging session.
- b) Bidders may propose **different OCPI revenue shares for each contract year**, reflecting market ramp-up, operational maturity, or cost recovery considerations.
- c) The total revenue share for each contract year shall equal **100%**.
- d) All costs associated with OCPI platform operation, including hosting, cybersecurity, PKI operations, clearing, settlement, certification, and any third-party technology fees, shall be deemed included within the OCPI Service Provider’s share.
- e) The Platform Owner / National Entity’s share shall reflect governance, stewardship, oversight, and policy enforcement responsibilities and may be retained or waived at the Procuring Entity’s discretion during early market development.
- f) No additional OCPI licence fees, annual participation fees, or minimum spend commitments shall apply unless expressly stated in the tender document.

FORM F4 – COMMERCIAL & SUSTAINABILITY DECLARATION

F4A – Commercial Model Narrative (Scored)

Bidders shall describe:

- Commercial fairness
- Sustainability of transaction-based OCPI funding
- Transparency of fee structure
- Alignment with Kenya Power's operating model

GLOSSARY OF TERMS

For the purposes of this Tender Document, the following terms shall have the meanings assigned to them below, unless the context otherwise requires. *Unless otherwise specified, terms defined in this Glossary shall apply uniformly throughout the tender document.* In the event of any inconsistency between definitions in this Glossary and usage elsewhere in the tender, the definitions in this section shall prevail.

1. **Application Programming Interface (API)**

A set of defined rules, protocols, and interfaces that enables software systems to communicate and exchange data in a structured and secure manner.

2. **Architecture & Integration Layer**

The logical and technical design that defines how system components, platforms, and external services interconnect, communicate, and operate together in a secure, scalable, and interoperable manner.

3. **Authentication Token**

A digital identifier, credential, or token used to authenticate an EV driver or vehicle for the purpose of initiating and authorizing an EV charging session.

4. **Charge Detail Record (CDR)**

A structured record containing detailed information about a completed EV charging session, including but not limited to session duration, energy consumed, location, tariffs applied, and cost, used for billing, settlement, and reporting purposes.

5. **Charge Point Operator (CPO)**

An entity responsible for the operation, management, monitoring, and maintenance of electric vehicle charging stations, including control of charging sessions, tariff configuration, and charger availability.

6. **Electric Vehicle Supply Equipment (EVSE)**

Physical equipment used to supply electrical energy to an electric vehicle, commonly referred to as a charging station or charger.

7. **EVSE Owner**

An individual or organisation that owns one or more EV charging stations (EVSEs) and may offer charging services to end-users either on a paid or free-of-charge basis while delegating operational control to a CPO.

8. **e-Mobility Service Provider (eMSP)**

An entity that provides electric vehicle drivers with access to charging services through mobile or web applications, including user accounts, authentication, payments, and customer-facing services, without directly operating charging infrastructure.

9. **Interoperability**

The ability of different systems, platforms, or organizations to exchange data and operate together seamlessly using agreed technical standards and protocols.

10. **National Interoperability Layer**

An OCPI-compliant platform providing unified visibility, data exchange, and interoperability across multiple CPO platforms within a defined geographic or jurisdictional scope, without interfering with CPO operational autonomy.

11. **Open Charge Point Interface (OCPI)**

An open, standardized interface protocol used to enable interoperability between electric vehicle charging networks, allowing the exchange of charging location data, real-time availability, authentication tokens, charging session records, tariffs, and Charging Detail Records.

12. **Open Charge Point Protocol (OCPP)**

An open communication protocol that enables interaction between EV charging stations (EVSEs) and backend systems operated by Charge Point Operators for purposes including session control, monitoring, and diagnostics.

13. Platform as a Service (PaaS)

A cloud-based service model in which a service provider delivers a platform that allows the Procuring Entity to deploy, manage, and operate applications without managing underlying infrastructure.

14. Public Key Infrastructure (PKI)

A framework of cryptographic technologies, policies, and procedures used to manage digital certificates and public-key encryption for the purpose of authenticating entities, securing communications, and ensuring data integrity.

15. Production Launch (Go-Live)

The formal deployment of a system or platform into the live operational environment following successful completion of testing and acceptance, enabling use by end-users and operational stakeholders.

16. Sandbox Environment

An isolated test environment that replicates production system behaviour and interfaces, used for development, integration testing, validation, and demonstration without affecting live operations.

17. Settlement

The process of reconciling charging session records and associated financial amounts between participating platforms or entities, based on agreed commercial rules.

18. Software as a Service (SaaS)

A service delivery model in which software applications are hosted and managed by a service provider and accessed by users over a network, typically on a subscription or usage-based basis.

19. System Architecture

The structured design that defines system components, data flows, interfaces, security controls, and operational boundaries within an integrated technology solution.

20. Time-of-Use (ToU) Pricing

A pricing mechanism whereby charging tariffs vary based on predefined time periods, such as peak, off-peak, or shoulder hours.

21. Trust Anchor

A trusted cryptographic reference, such as a root digital certificate or public key, that serves as the foundational basis for establishing trust within a Public Key Infrastructure.

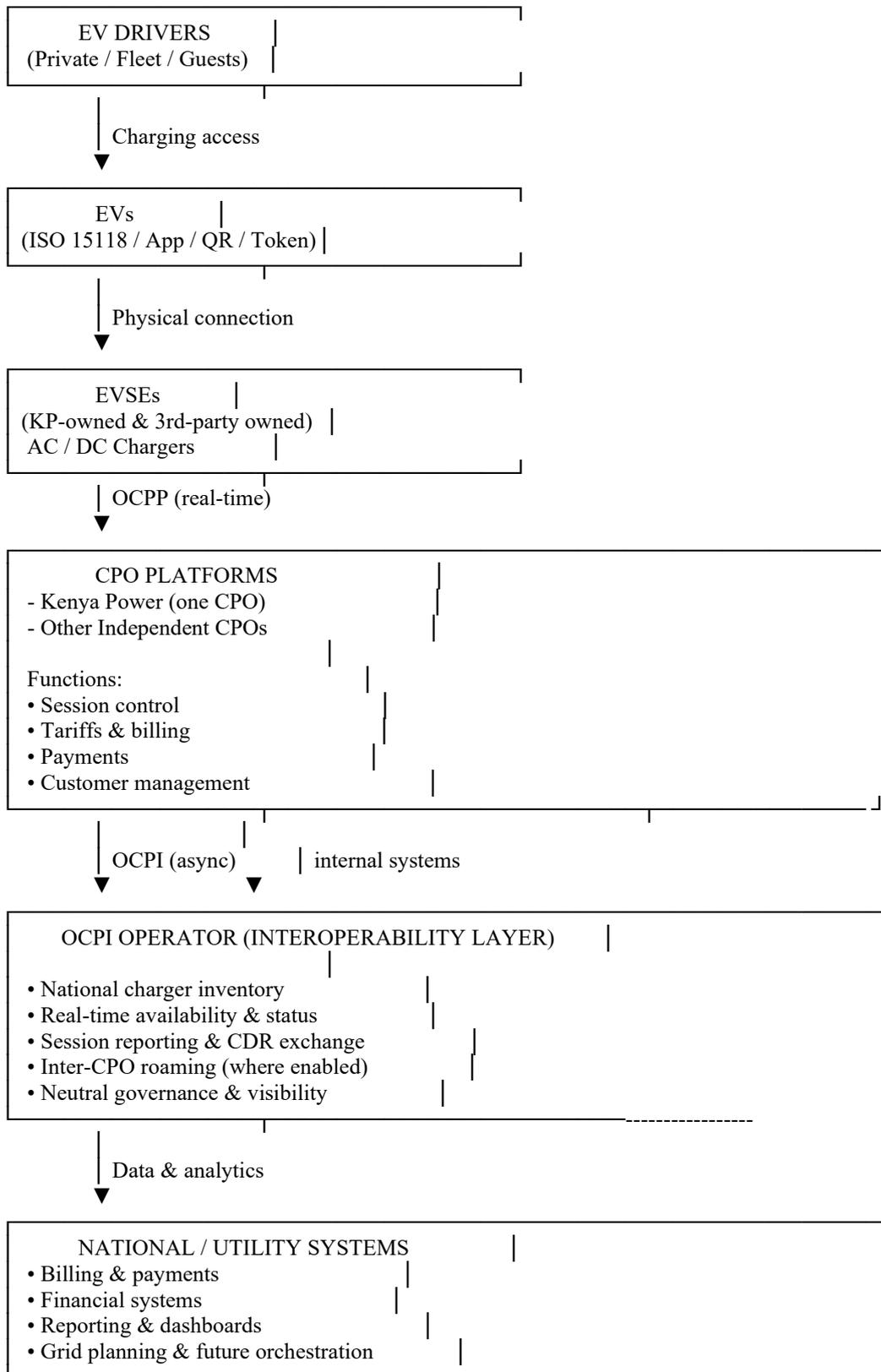
22. User Acceptance Testing (UAT)

A formal testing phase conducted by the Procuring Entity or its representatives to verify that a system meets specified functional, technical, and operational requirements prior to approval for production use.

23. ISO 15118

An international communication standard defining secure, high-level communication between electric vehicles and charging infrastructure, including support for Plug & Charge, certificate-based authentication, and advanced energy services.

APPENDIX A – INDICATIVE SYSTEM ARCHITECTURE DIAGRAM



Note:

This appendix provides **indicative, non-binding system architecture diagram** to illustrate the intended interaction between EVSEs, the CPO platform, and the OCPI interoperability layer as described in **Section D – System Architecture, Integration & Interoperability Requirements**.

The diagram is provided for **clarity of intent only** and shall **not be construed as prescribing specific technologies, products, vendors, or implementation approaches**. Bidders remain responsible for proposing architectures that fully comply with all mandatory requirements.

PART III – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VIII - GENERAL CONDITIONS OF CONTRACT

A. General

Provisions Definitions

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

- a) The Adjudicator is the person appointed jointly by KPLC and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Tender;
- c) "Completion Date" means the date of completion of the Services by the Service Provider as certified by KPLC
- d) "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;
- e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- f) "Day works" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.
- g) "Procuring Entity" means KPLC or party who employs the Service Provider
- h) "Foreign Currency" means any currency other than the currency of Kenya;
- i) "GCC" means these General Conditions of Contract;
- j) "Government" means the Government of Kenya;
- k) "Local Currency" means Kenya shilling;
- l) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards KPLC under this Contract;
- m) "Party" means KPLC or the Service Provider, as the case maybe, and "Parties" means both of them;
- n) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- o) "Service Provider" is a person or corporate body whose Tender to provide the Services has been accepted by KPLC;
- p) "Service Provider's Tender" means the completed Tendering Document submitted by the Service Provider to KPLC
- q) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- r) "Specifications" means the specifications of the service included in the Tendering Document submitted by the Service Provider to KPLC
- s) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Tender.
- t) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4;
- u) "Public Procurement Regulatory Authority (PPRA)" shall mean the Government Agency responsible for oversight of public procurement.
- v) "Project Manager" shall the person appointed by KPLC to act as the Project Manager for the purposes of the Contract and named in the Particular Conditions of Contract, or other person appointed from time to time by KPLC and notified to the Contractor.

w) “Notice of Dissatisfaction” means the notice given by either Party to the other indicating its dissatisfaction and intention to commence arbitration.

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 Service Provider may be taken or executed by the officials **specified in the SCC**.

1.7 Inspection and Audit by the PPRA

Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Service Provider shall permit and shall cause its sub contract or sand 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

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, 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 into effect on the date the Contract is signed by both parties or such other later date as maybe **stated in the SCC**.

2.2 Commencement of Services

2.2.1 Program

Before commencement of the Services, the Service Provider shall submit to KPLC for approval a Program showing the general methods, arrangements order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

2.2.2 Starting Date

The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.

2.3 Intended Completion Date

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4 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.

2.4.1 Value Engineering

The Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following:

- a) The proposed change(s), and a description of the difference to the existing contract requirements;
- b) A full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) KPLC may incur in implementing the value engineering proposal; and
- c) A description of any effect(s) of the change on performance/functionality.

KPLC may accept the value engineering proposal if the proposal demonstrates benefits that:

- a) accelerates the delivery period; or
- b) reduces the Contract Price or the lifecycle costs to KPLC; or
- c) improves the quality, efficiency, safety or sustainability of the services; or
- d) yields any other benefits to KPLC, without compromising the necessary functions of the Facilities.

If the value engineering proposal is approved by KPLC and results in:

- a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the **SCC** of the reduction in the Contract Price; or
- b) an increase in the Contract Price; but results in a reduction in lifecycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

2.5 Force Majeure

2.5.1 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.

2.5.2 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.

2.5.3 Extension of Time

Any period with in 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.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the 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.

2.6 Termination

2.6.1 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 (d) of this Sub-Clause 2.6.1:

- 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 insolvent 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 paragraph2.2a. of Attachment1 to the GCC, in competing for or in executing the Contract

2.6.2 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 2.6.2:

- 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.

2.6.3 Payment up on Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, KPLC shall make the following payments to the Service Provider:

- a) remuneration pursuant to Clause 6 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 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3 Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, 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 Contractor 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 Contractor to 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 Contractor 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 Service Provider and Affiliates Not to be Otherwise Interested in Project

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 (other than the Services and any continuation thereof) for any project 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 assigned to them under this Contract;
- b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees' inactive 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 **The Service Provider** (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by KPLC, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at KPLC's request, shall provide evidence to KPLC showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Provider's Actions Requiring Procuring Entity's Prior Approval

The Service Provider shall obtain KPLC's prior approval in writing before taking any of the following actions:

- a) Entering into a subcontract for the performance of any part of the Services,
- b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- c) changing the Program of activities; and
- d) Any other action that may be **specified in the SCC**.

3.6 Reporting Obligations

The Service Provider shall submit to KPLC the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Service Provider to Be the Property of KPLC

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 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**.

3.8 Liquidated Damages

3.8.1 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 Completion Date is later than the Intended Completion Date. 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.

3.8.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, KPLC shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment 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.

3.8.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in KPLC's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.

3.9 Performance Security

The Service Provider shall provide the Performance Security to KPLC no later than the date specified in the Form of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to KPLC, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 day from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

3.10 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.

3.11 Sustainable Procurement

The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

4 Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by KPLC.

4.2 Removal and/or Replacement of Personnel

- a) Except as KPLC may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- b) If KPLC finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at KPLC's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to KPLC.
- c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5 Obligations of KPLC

5.1 Assistance and Exemptions

KPLC shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC**.

5.2 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.

5.3 Services and Facilities

KPLC shall make available to the Service Provider the Services and Facilities listed under Appendix F.

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 including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, 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 6.2 and 6.3.

6.2 Contract Price

- a) The price payable is **set forth in the SCC**.
- b) Price may be payable in foreign currency, if so allowed in this document.

6.3 Payment for Additional Services, and Performance Incentive Compensation

- 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 6.2, a breakdown of the lump-sum price is provided in Appendices D and E.

6.3.2 **If the SCC so specify**, the service provider shall be paid performance incentive compensation asset out in the Performance Incentive Compensation appendix.

6.3.3 Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (*which would be the tender price*), payment valuation certificates and variation orders on omissions and additions valued based on rates in the schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$.

6.4 Terms and Conditions of Payment

Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to KPLC specifying the amount due.

6.5 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**.

6.6 Price Adjustment

6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment fact or to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c L_{mc} / L_{oc} + C_c I_{mc} / I_{oc}$$

Where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.

A_c , B_c and C_c are coefficients specified in the **SCC**, representing: A_c the non-adjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and

L_{mc} is the index prevailing at the first day of the month of the corresponding invoiced ate and L_{oc} is the index prevailing 28 days before Tender opening for labor; both in the specific currency “c”.

I_{mc} is the index prevailing at the first day of the month of the corresponding invoice date and I_{oc} is the index prevailing 28 days before Tender opening for other inputs payable; both in the specific currency “c”.

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Z_o/Z_n will be applied to the respective component factor of p_n for the formula of the relevant currency. Z_o is the number of units of Kenya Shillings of the index, equivalent to one unit of the currency payment on the date of the base index, and Z_n is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account to fall changes in cost due to fluctuations in costs.

6.7 Day works

6.7.1 If applicable, the Day work rates in the Service Provider's Tender shall be used for small additional amounts of Services only when KPLC has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by KPLC. Each completed form shall be verified and signed by KPLC representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Day works subject to obtaining signed Day works forms as indicated in Sub-Clause 6.7.2

7 Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by KPLC shall be as **indicated in the SCC**. KPLC shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. KPLC may instruct the Service Provider to search for a Defect and to uncover and test any service that KPLC considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

Correction of Defects, and Lack of Performance Penalty

- a) KPLC shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by KPLC's notice.
- c) If the Service Provider has not corrected a Defect within the time specified in KPLC's notice, KPLC will assess the cost of having the Defect corrected, the Service Provider will pay this amount and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8 Settlement of Disputes

8.1 Contractor's Claims

8.1.1 If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.

8.1.2 If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and KPLC shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clauses shall apply.

8.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all relevant to such event or circumstance.

8.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting KPLC's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record-keeping and /or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.

8.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and /or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

8.1.5.1 This fully detailed claim shall be considered as interim;

- a) The Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and /or amount claimed, and such further particulars as the Project Manager may reasonably require; and

- b) The Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.
- 8.1.6 Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.
- 8.1.7 Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause 3.5[Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.
- 8.1.8 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.
- 8.1.9 If the Project Manager does not respond within the time framed in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer to Arbitration in accordance with Sub-Clause 8.2 [Matters that may be referred to arbitration].
- 8.1.10 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause.

8.2 Matters that may be referred to arbitration

- 8.2.1 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Services or abandonment of the Services or termination of the Contract by either party:
- a) The appointment of a replacement Project Manager upon the said person ceasing to act.
 - b) Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions
 - c) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
 - e) Any dispute arising in respect of war risks or war damage.
 - f) All other matters shall only be referred to arbitration after the completion or alleged completion of the Services or termination or alleged termination of the Contract, unless KPLC and the Contractor agree otherwise in writing.

8.3 Amicable Settlement

- 8.3.1 Where a Notice of Dissatisfaction has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a Notice of Dissatisfaction in accordance with Sub-Clause 8.1 above should move to commence arbitration after the fifty-sixth day from the day on which a Notice of Dissatisfaction was given, even if no attempt at an amicable settlement has been made.

8.4 Arbitration

- 8.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 8.3 shall be finally settled by arbitration. Arbitration shall be conducted in accordance with the Arbitration Laws of Kenya.
- 8.4.2 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

- 8.4.3 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.
- 8.4.4 Arbitration may be commenced prior to or after completion of the services. The obligations of the Parties, and the Project Manager shall not be altered by reason of any arbitration being conducted during the progress of the services.
- 8.4.5 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.

8.5 Arbitration with proceedings

- 8.5.1 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 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 professional institutions;
- a) Law Society of Kenya or
 - b) Chartered Institute of Arbitrators (Kenya Branch)
- 8.5.2 The institution written to first by the aggrieved party shall take precedence over all other institutions.
- 8.5.3 The arbitration may be on the construction of this Contractor on any matter or thing of what so ever nature arising there under or in connection there with, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to be entitled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.
- 8.5.4 Provided that no arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.
- 8.5.5 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.
- 8.5.6 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.
- 8.5.7 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.
- 8.5.8 The award of such Arbitrator shall be final and binding upon the parties.

8.6 Failure to Comply with Arbitrator's Decision

- 8.6.1 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 rights it may have, refer the matter to a competent court of law.

9.1 The Adjudicator

- 9.1.1 Should the Adjudicator resign or die, or should KPLC and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by KPLC and the Service Provider. In case of disagreement between KPLC and the Service Provider, within 30days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

- 9.2 The Adjudicator shall be paid by the hour at the rate **specified in the TDS and SCC**, together with reimbursable expenses of the type's **specified in the SCC**, and the cost shall be divided equally between KPLC and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

SECTION IX - SPECIAL CONDITIONS OF CONTRACT

No. of GCC	Amendments of, and Supplements to clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is (To be Advised)
1.1(v)	The Project Manager is (To be Advised)
1.1(d)	The Contract Name is Provision of an Electric Vehicle Charging Infrastructure (EVCI) Management Solutions
1.1(g)	The Procuring Entity is: The Kenya Power & Lighting Company PLC
1.1(l)	The Member in Charge is
1.1(o)	The Service Provider is (To be Advised)
	<p>The addresses are:</p> <p>Procuring Entity: Kenya Power & Lighting Company PLC General Manager, Supply Chain & Logistics, The Kenya Power and Lighting Company PLC, Stima Plaza, 3rd Floor P.O Box 30099 - 00100 Nairobi, Kenya</p> <p>Telephone:+254-20-3201821 Email Address: JKNGeno@kplc.co.ke</p> <p>Service Provider (To be Advised) P.O. Box Town..... Attention:</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Procuring Entity</p> <p>General Manager, Supply Chain & Logistics, The Kenya Power and Lighting Company PLC, Stima Plaza, 3rd Floor P.O Box 30099 - 00100 Nairobi, Kenya</p> <p>Telephone:+254-20-3201821 Email Address: JKNGeno@kplc.co.ke</p>

	For the Service Provider (To be Advised)
2.1	The date the contract shall come into effect is upon signing of the Contract by both parties.
2.2.2	The date/period commencement of services is <i>Upon Issuance of the Official Order by KPLC to the Supplier.</i>
2.3	The Intended Completion date is(Date of completion of activities)
2.4.1	If the value engineering proposal is approved by KPLC, the amount to be paid to the Service Provider shall be <i>(This is not applicable)</i>
3.5	The Service provider shall require prior approval by KPLC before taking any of the following actions (KPLC buyer to list)
3.8.1	The liquidated damages rate is 0.5% of the delivered service per day of delay The maximum amount of liquidated damages for the whole contract is 10 % percent of the final Contract Price.
3.8.3	The percentage to be used for the calculation of Lack of performance Penalty (ies) is the cost of having the Defect corrected
3.9	Performance Security Form No. 2 (Performance Bond) This kind of Performance Security is not acceptable to KPLC.
5.1	The assistance and exemptions provided by the service Provider are; N/A
6.2	The Price payable shall be Ksh (To be advised)
6.4	The terms & conditions of payment shall be as follows: (To be advised)
6.5	Payments shall be made within 30 days of receipt of invoice and the relevant documents specified in sib clause 6.4, and within to be advised days in the case of the final payment.
6.6	The price adjustment formula will be as follows; N/A
7.1	The principle and modalities of Inspection of the Services by KPLC shall be as <i>follows</i> ; The Defects Liability Period is the period of validity of the warranties given by the Contractor commencing at Completion of the provision of the service.
9.1	The designated Appointing Authority for a new Adjudicator is N/A
9.2	The Adjudicator is N/A

B. APPENDICES

Appendix A - Description of the Services

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Procuring Entity, etc.

Appendix B - Schedule of Payments and Reporting Requirements

List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

Appendix C - Breakdown of Contract Price

List here the elements of cost used to arrive at the breakdown of the lump-sum price:

- 1. Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional Services.

Appendix D - Services and Facilities Provided by KPLC

C. FORMS

SECTION X -CONTRACT FORMS

FORM NO. 1 - PERFORMANCE SECURITY – (Unconditional Demand Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[insert name and Address of Procuring Entity]*

Date: _____ *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: _____

Guarantor:..... *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (herein after called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Applicant, we as Guarantor, hereby irrevocably under take to pay the Beneficiary any sum or sums not exceeding in total an amount of _____(),¹such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the....Day of....., 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.” _____

[Name of Authorized Official, signature(s) and seals/stamps]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

¹The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

²Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. KPLC should note that in the event of an extension of this date for completion of the Contract, KPLC would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, KPLC might consider adding the following text to the form, at the end of the pen ultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year]*, in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

FORM No. 2 - PERFORMANCE SECURITY OPTION 2 – (Performance Bond)

[Note: Procuring Entities are advised to use Performance Security–Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Procuring Entity]*

Date: _____ *[Insert date of issue]*

PERFORMANCE BOND No.: _____

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. By this Bond _____ as Principal (hereinafter called “the Contractor”) and _____] as Surety (herein after called “the Surety”), are held and firmly bound unto _____] as Obligee (herein after called “KPLC”) in the amount of _____ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with KPLC dated the _____ day of _____, 20_____, for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are herein after referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by KPLC to be, in default under the Contract, KPLC having performed KPLC's obligations there under, the Surety may promptly remedy the default, or shall promptly:
 - 1) Complete the Contract in accordance with its terms and conditions; or
 - 2) Obtain a tender or tenders from qualified tenderers for submission to KPLC for completing the Contract in accordance with its terms and conditions, and upon determination by KPLC and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable here under, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or
 - 3) pay KPLC the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than KPLC named herein or the heirs, executors, administrators, successors, and assigns of KPLC.

6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day _____ of _____ 20_____.

SIGNED ON _____ on behalf of

by _____ in the capacity

of In the presence of

SIGNED ON _____ on behalf of

By _____ in the capacity

of In the presence of

FORM NO. 3 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee]

[Guarantor letter head or SWIFT identifier code] [Guarantor letter head or SWIFT identifier code]

Beneficiary: _____ [Insert name and Address of Procuring Entity]

Date: _____ [Insert date of issue]

ADVANCE PAYMENT GUARANTEE No.: _____ [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

1. We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (herein after called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ () is to be made against an advance payment guarantee.
3. At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ ()' upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
 - a) Has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
 - b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number _____ at _____
5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the day of 2, ² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

.....
[Name of Authorized Official, signature(s) and seals/stamps]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

¹The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to KPLC.

²Insert the expected expiration date of the Time for Completion. KPLC should note that in the event of an extension of the time for completion of the Contract, KPLC would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, KPLC might consider adding the following ext. to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

FORM NO. 4 BENEFICIAL OWNERSHIP DISCLOSURE FORM

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. 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 Tenderer by meeting one or more of the following conditions:

- *Directly or indirectly holding 25% or more of the shares.*
- *Directly or in directly holding 25% or more of the voting rights.*
- *Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

Tender Reference No.: _____ [insert identification no]
 Name of the Assignment: _____ [insert name of the assignment] to:
 _____ [insert complete name of Procuring Entity]

In response to 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

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

OR

We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Tenderer shall provide explanation on why it is unable to identify any Beneficial Owner]

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.

Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer]”

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]*

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]