



Kenya Power

**TENDER NO.KP1/9AA-2/PT/08/HRA/14-15
FOR PROVISION OF STATUTORY
OCCUPATIONAL SAFETY AND HEALTH
(OSHA) EXAMINATION SERVICES**

SEPTEMBER 2014

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

(TENDER DOCUMENT FOR SERVICES – ONE ENVELOPE TENDER)

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*TENDER DOCUMENT FOR STATUTORY OCCUPATIONAL SAFETY EXAMINATIONS
CONSULTANCY SERVICES MADE BY AND FOR THE KENYA POWER & LIGHTING
COMPANY LIMITED AUGUST 2014*

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SECTION I - INVITATION TO TENDER**DATE: SEPTEMBER, 2014****TENDER REF: KP1/9AA-2/PT/08/HRA/14-15 FOR PROVISION OF OSHA
MEDICAL EXAMINATION CONSULTANCY SERVICES**

- 1.1 Tender documents detailing the requirements may be obtained from the Chief Manager Supply Chain & Logistics, The Kenya Power & Lighting Company Ltd on the 3rd Floor, Stima Plaza, Kolobot Road, Nairobi, on normal working days beginning on between 9.00 a.m. & 12.30 p.m. and 2.00 p.m. & 4.30 p.m. upon payment of a non-refundable fee of Kenya Shillings One Thousand Only (Ksh. 1,000/=) or the equivalent amount in United States Dollars (USD) using the selling exchange rate ruling at the date of the tender document purchase provided by the Central Bank of Kenya (See Central Bank of Kenya website-www.centralbank.go.ke. Payment shall be made in cash or by Bankers Cheque at the 1st Floor of Stima Plaza, Kolobot Road, Nairobi, Kenya.

Prospective bidders may also download the tender document from KPLC's website (www.kplc.co.ke) free of charge. Upon down loading, bidders are required to immediately send/e-mail their names and contact details to:-

1. Principal Medicare Officer – mkebaara@kplc.co.ke
2. Supply Chain Officer (Procurement) – jwamwaki@kplc.co.ke

Completed Tender Documents in plain sealed envelopes clearly marked with the "Tender No. and Tender Description" as more particularly described in the Tender Documents should be addressed and delivered to:

The Company Secretary
The Kenya Power & Lighting Co. Ltd,
7th Floor, Stima Plaza, Kolobot Road, Parklands,
P O Box 30099 00100,
Nairobi, Kenya.

So as to be received not later than 10.00am on 30th September, 2014

Tenders will be opened promptly after closing and Bidders or their representatives are welcome to witness the opening at the Auditorium - Stima Plaza.

There will be a pre - bid meeting to be held at the Stima Plaza Auditorium, Kolobot Road, on 17.09.2014 at 10.00 a.m.

Save when responding to KPLC's request for a clarification, bidders shall not contact or discuss any aspect of their tender with KPLC after closing date before receipt of notification of award of tender or letters of regret as applicable. Any such contact shall lead to disqualification.

SECTION II - TENDER SUBMISSION CHECKLIST

A. Tender Submission Format

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

No	Item	Tick Where Provided
1	Professional Indemnity Cover	
2	Declaration Form	
3	Duly completed Tender Form	
4	Copy of Company or Firm's Registration Certificate	
5*	Copy of PIN Certificate	
6*	Copy of Valid Tax Compliance Certificate	
7	Confidential Business Questionnaire (CBQ)	
8	Certified copies of bank statements covering a period of at least six months prior to the date of the tender document. The copies should be certified by the Bank issuing the statements. The certification should be original).	
9	Tenderer's references	
10	Completed schedule of the fees to be charged (section V part A)	
11	Curriculum Vitae for proposed professional staff	
12	Names with full contact as well as physical addresses of previous customers of similar services.	
13	Any other document or item required by the Tender Document. (The Tenderer shall specify such other documents or items it has submitted)	

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

1. Valid Tax Compliance Certificate shall be one issued by the relevant tax authorities and valid for at least up to the tender closing date. All Kenyan registered Tenderers must provide a valid Tax Compliance Certificate.
2. All Kenyan registered Tenderers must provide the Personal Identification Number Certificate (PIN Certificate).

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SECTION III - INSTRUCTIONS TO TENDERERS (ITT)**3.1 Definitions**

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

- a) *Any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made there-under.*
- b) *“Date of Tender Document” shall begin with the first day and end on the last day of the month appearing on the cover page of the Tender Document.*
- c) *“Day” means calendar day and “month” means calendar month.*
- d) *“KEBS” wherever appearing means the Kenya Bureau of Standards or its successor(s) and assign(s) where the context so admits.*
- e) *“PPOA” wherever appearing means The Public Procurement Oversight Authority or its successor(s) and assign(s) where the context so admits.*
- f) *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.*
- g) *“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).*
- h) *“The Tenderer” means the person(s) submitting its Tender for the provision of services in response to the Invitation to Tender.*
- i) *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.

- j) words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.*
- k) words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the "Tenderer" the covenants, agreements and obligations expressed to be made or performed by the Tenderer shall be deemed to be made or performed by such persons jointly and severally.*

3.2 Eligible Tenderers

3.2.1 This Invitation to Tender is open to all Tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful Tenderers shall provide the services in accordance with this tender and the ensuing contract.

3.2.2 Notwithstanding any other provisions of this tender, the following are not eligible to participate in the tender:-

- a) KPLC's employees, its Board or any of its committee members.
- b) Any Minister or Assistant Minister of the Government of the Republic of Kenya (GoK)
- c) Any public servant of GoK.
- d) Any member of a Board or Committee or any department of GoK.
- e) Any person appointed to any position by the President of Kenya.
- f) Any person appointed to any position by any Minister of GoK.

3.2.3 For the purposes of this paragraph, any relative i.e. spouse(s) and child(ren) of any person mentioned in sub-paragraph 3.2.2 is also ineligible to participate in the tender. In addition, a Minister shall include the President, Vice-President or the Attorney General of GoK.

3.2.4 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 services under this Invitation to Tender.

- 3.2.5 Tenderers shall not be under declarations of ineligibility for corrupt, fraudulent practices and are not amongst persons mentioned in sub-paragraphs 3.2.2 and 3.2.3 above.
- 3.2.6 Tenderers who are not under these declarations shall complete the Declaration Form strictly in the form and content as prescribed at Section XIII.
- 3.2.7 Those that are under the Declaration for corrupt and fraudulent practices whether currently or in the past shall not complete the Form. They will submit a suitable Form giving details, the nature and present status of their circumstances.

3.3 Joint Venture

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

contract including payment shall be done exclusively with the lead contractor.

- 3.3.2 All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a relevant statement to this effect shall be included in the authorization mentioned in paragraph 3.3.1 (b) above as well as in the Form of Tender and the Contract Agreement Form (in case of the accepted tender).
- 3.3.3 A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.

3.4 Cost of Tendering

- 3.4.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender. KPLC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 3.4.2 The price to be charged for the Tender Document shall be as indicated in the Invitation to Tender but in any case not exceeding KSh 5,000/=.

3.5 Contents of the Tender Document

- 3.5.1 The Tender Document comprises the documents listed below and Addendum (where applicable) issued in accordance with paragraph 3.7 of these Instructions to Tenderers: -
- a) *Invitation to Tender*
 - b) *Tender Submission Checklist*
 - c) *Instructions to Tenderers*
 - d) *Appendix to Instructions to Tenderers*
 - e) *Schedule of Requirements*
 - f) *Price Schedule for Services*
 - g) *Evaluation Criteria*
 - h) *General Conditions of Contract*
 - i) *Special Conditions of Contract*
 - j) *Tender Form*
 - k) *Confidential Business Questionnaire Form*
 - l) *Tender Security Forms*
 - m) *Principal or Manufacturer's Authorization Form*
 - n) *Declaration Form*
 - o) *Contract Form*

- p) *Performance Security Forms*
 - q) *Details of Service*
 - (i.) *General Requirements*
 - (ii.) *Specific Details of Services*
- 3.5.2 The Tenderer is expected to examine all instructions, forms, provisions, terms and specifications in the Tender Document. Failure to furnish all information required by the Tender Document or to submit a tender not substantially responsive to the Tender Document in every respect will be at the Tenderer's risk and may result in the rejection of its Tender.
- 3.5.3 All recipients of the documents for the proposed Contract for the purpose of submitting a tender (whether they submit a tender or not) shall treat the details of the documents as "Private and Confidential".

3.6 Clarification of Documents

A prospective Tenderer requiring any clarification of the Tender Document may notify the Procurement Manager in writing or by post at KPLC's address indicated in the Invitation to Tender. KPLC will respond in writing to any request for clarification of the Tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of Tenders, prescribed by KPLC. Written copies of KPLC's response (*including an explanation of the query but without identifying the source of inquiry*) will be sent to all prospective Tenderers that have duly received the Tender Document.

3.7 Amendment of Documents

- 3.7.1 At any time prior to the deadline for submission of Tenders, KPLC, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the tender documents by amendment.
- 3.7.2 All prospective Tenderers that have received the tender documents will be notified of the amendment(s) (*hereinafter referred to or otherwise known as addendum*) in writing and will be binding on them.
- 3.7.3 In order to allow prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders,

KPLC, at its discretion, may extend the deadline for the submission of Tenders.

3.8 Language of Tender

The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender, exchanged between the Tenderer and KPLC, shall be written in English language, provided that any printed literature furnished by the Tenderer may be written in another language provided that they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the Tender, the English translation shall govern. The English translation shall be on the Tenderer's letterhead and shall be signed by the duly authorized signatory signing the Tender and stamped with the Tenderer's stamp.

3.9 Documents Comprising the Tender

The Tender prepared and submitted by the Tenderers shall include but not be limited to all the following components: -

- a) *Declaration Form, Tender Form and a Price Schedule completed in compliance with paragraphs 3.2, 3.10, 3.11 and 3.12.*
- b) *Documentary evidence established in accordance with paragraph 3.13 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.*
- c) *Documentary evidence established in accordance with paragraph 3.14 that the services and any ancillary thereto to be provided by the Tenderer conform to the tender documents, and,*
- d) *Tender Security furnished in accordance with paragraph 3.17*
- e) *A detailed list of previous customers as prescribed for similar services on tender and their contact addresses shall be submitted with the Tender for the purpose of reference, or for evaluation where the Details of Service so dictate.*

3.10 Tender Form

The Tenderer shall complete and sign the Tender Form and all other documents furnished in the Tender Document, indicating the services to be performed, a brief description of the services,

quantity (where applicable), and prices amongst other information required.

3.11 Tender Prices

- 3.11.1 The Tenderer shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total tender price of the services it proposes to provide under the contract.
- 3.11.2 Prices indicated on the Price Schedule shall be of all costs for the services including insurances, duties, Value Added Tax (V.A.T) and other taxes payable. No other basis shall be accepted for evaluation, award or otherwise.
- 3.11.3 Tender prices to be submitted (quoted) by the Tenderer shall remain fixed for the contract duration.
- 3.11.4 A price that is derived by a disclosed incorporation or usage of an international accepted standard formula shall be acceptable within the meaning of this paragraph.

3.12 Tender Currencies

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

3.13 Tenderer's Eligibility and Qualifications

- 3.13.1 Pursuant to paragraph 3.2, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the contract if its Tender is accepted.
- 3.13.2 The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall be established to KPLC's satisfaction -
- a) *that, in the case of a Tenderer offering to perform the services under the contract which the Tenderer is not the Principal, the Tenderer has been duly authorized by the Manufacturer, Principal or Producer to provide the services. The authorization shall strictly be in the form and content*

as prescribed in the Manufacturer's or Principal's Authorization Form in the Tender Document

- b) *that the Tenderer has the financial capability necessary to perform the contract. The Tenderer shall be required to provide the documents as specified in the Appendix to Instructions to Tenderers including a current Tax Compliance Certificate issued by the relevant tax authorities.*
 - c) *that the Tenderer has the technical and production capability necessary to perform the contract.*
 - d) *that, in the case of a Tenderer not doing business within Kenya, the Tenderer is or will be (if awarded the contract) represented by an agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, spare parts and stocking obligations prescribed in the Conditions of Contract and or in the Details of Service.*
 - e) *that the Tenderer is duly registered and is a current member of a recognized body or institution accredited and or pertaining to that service.*
- 3.13.3 The Tenderer will furnish KPLC with a copy of the accreditation or recognition certificate as applicable. KPLC reserves the right to subject the certificate to authentication.
- 3.13.4 Tenderers with a record of unsatisfactory or default in performance obligations in any contract shall not be considered for evaluation or award. For the avoidance of doubt, this shall include any Tenderer with unresolved case(s) in its obligations for more than two (2) months in any contract.

3.14 Conformity of Services to Tender Documents

- 3.14.1 The Tenderer shall furnish, as part of its tender, documents establishing the conformity to the Tender Document of all services that the Tenderer proposes to perform under the contract.
- 3.14.2 The documentary evidence of conformity of the services to the Tender Document may be in the form of literature, drawings, and data, and shall (where applicable) consist of: -
- a) *a detailed description of the essential technical and performance characteristics of the services whether in brochures, catalogues, drawings or otherwise,*

- b) *a list giving full particulars, including available source and current prices of spare parts, special tools and other incidental apparatus necessary for the proper and continuing performance of the services for a minimum period of two (2) years following commencement of the provision of the services to KPLC, and,*
- c) *duly completed Statement of Compliance to KPLC's Details of Service demonstrating substantial responsiveness of the service to those Details or, a statement of deviations and exceptions to the provisions of the Details of Service.*

3.14.3 For purposes of the documentary and other evidence to be furnished pursuant to sub-paragraphs 3.14.1, 3.14.2 and paragraph 3.15, the Tenderer shall note that standards for workmanship, material, and equipment, designated by KPLC in its Details of Service are intended to be descriptive only and not restrictive. The Tenderer may adopt higher standards in its Tender, provided that it demonstrates to KPLC's satisfaction that the substitutions ensure substantial equivalence to those designated in the Details of Service.

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

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

3.15.2 KPLC or its representative(s) shall have the right to inspect/test the Tenderer's capacity, equipment, premises, and to confirm their conformity to the tender requirements. This shall include the quality management system. KPLC's representative(s) retained for these purposes shall provide appropriate identification at the time of such inspection/ test.

3.15.3 KPLC shall meet its own costs of the inspection/ test. Where conducted on the premises of the Tenderer(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KPLC.

3.15.4 Demonstration, Inspection/ Test Report(s) shall be completed upon conclusion of the inspection/ tests. This Report will be considered at time of evaluation and or award.

3.16 Warranty

- 3.16.1 Where required in the Tender, all Tenderers must also provide a Warranty that warrants that the goods or services to be provided under the contract are new, unused and or are of the most recent or current specification and incorporate all recent improvements in design and materials unless provided otherwise in the Tender.
- 3.16.2 The Warranty will remain valid for one (1) year after the services, or any part thereof as the case may be, have been used or provided or performed as indicated in the contract.

3.17 Tender Security

- 3.17.1 The Tenderer shall furnish, as part of its Tender, a tender security for the amount specified in the Appendix to Instructions to Tenderers.
- 3.17.2 The tender security shall be either one or a combination of the following:-
- a) An original Bank Guarantee that is strictly in the form and content as prescribed in the Tender Security Form (Bank Guarantee) in the Tender Document.
 - b) For Local bidders, Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC shall be prepaid by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.
- 3.17.3 The tender security is required to protect KPLC against the risk of the Tenderer's conduct which would warrant the security's forfeiture pursuant to paragraph 3.17.10.
- 3.17.4 The Tender Security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be issued by either a commercial bank licensed by the Central Bank of Kenya.
- 3.17.5 The Tender Security shall be valid for thirty (30) days beyond the validity of the tender.
- 3.17.6 KPLC shall seek authentication of the Tender Security from the issuing bank. It is the responsibility of the Tenderer to sensitize its issuing bank on the need to respond directly and

- expeditiously to queries from KPLC. The period for response shall not exceed five (5) days from the date of KPLC's query. Should there be no conclusive response by the bank within this period, such Tenderer's Tender Security may be deemed as invalid and the bid rejected.
- 3.17.7 Any Tender not secured in accordance with this paragraph will be rejected by KPLC as non-responsive, pursuant to paragraph 3.28.
- 3.17.8 The unsuccessful Tenderer's Tender Security will be released as promptly as possible, in any of the following circumstances: -
- a) *the procurement proceedings are terminated*
 - b) *KPLC determines that none of the submitted Tenders is responsive*
 - c) *a contract for the procurement is entered into*
 - d) *the Tenderer does not qualify for Financial Evaluation in accordance with paragraph 3.31.*
- 3.17.9 The successful Tenderer's Tender Security will be released upon the successful Tenderer's signing the contract, pursuant to paragraph 3.39 and furnishing an authentic Performance Security, pursuant to paragraph 3.40.
- 3.17.10 The Tender Security shall be forfeited -
- a) *if the Tenderer withdraws its Tender after the deadline for submitting Tenders but before the expiry of the period during which the Tenders must remain valid*
 - b) *if the Tenderer rejects a correction of an arithmetic error*
 - c) *if the Tenderer fails to enter into a written contract in accordance with paragraph 3.39*
 - d) *if the successful Tenderer fails to furnish the performance security in accordance with paragraph 3.40*
 - e) *if the Tenderer fails to extend the validity of the tender security where KPLC has extended the tender validity period in accordance with paragraph 3.18.*

3.18 Validity of Tenders

- 3.18.1 Tenders shall remain valid for ninety (90) days after the date of tender opening as specified in the Invitation to Tender or as otherwise may be prescribed by KPLC, pursuant to paragraph

3.23. A Tender that is valid for a shorter period shall be rejected by KPLC as non-responsive.

3.18.2 In exceptional circumstances, KPLC may extend the Tender validity period. The extension shall be made in writing. The tender security provided under paragraph 3.17 shall also be extended. A Tenderer shall not be required nor permitted to modify its tender during the extended period.

3.19 Alternative Offers

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

3.20 Number of Sets of and Tender Format

3.20.1 The Tenderer shall prepare three complete sets of its Tender, identifying and clearly marking the "ORIGINAL TENDER", "COPY 1 OF TENDER", and "COPY 2 OF TENDER" as appropriate. Each set shall be properly bound. The copies shall be a replica of the Original. Each copy will be deemed to contain the same information as the Original.

3.20.2 The Tender shall be bound and divided clearly in descending order as listed in the Tender Submission Checklist. The divisions are for clear identification and marking of the respective documents or information that are serially numbered in the Checklist.

3.20.3 The order and arrangement as indicated in the Tender Submission Checklist will be considered as the Tender Formats.

3.20.4 Any Tender not prepared and signed in accordance with this paragraph, and in particular sub-paragraphs 3.20.1 and 3.20.2 may be rejected by KPLC as non-responsive, pursuant to paragraph 3.28.

3.21 Preparation and Signing of the Tender

3.21.1 The Original and all copies of the Tender shall be typed or written in indelible ink. They shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the contract.

3.21.2 The authorization shall be indicated by a written Power of Attorney granted by the Tenderer to the authorized person before any of the following persons:-

- a) *For local Tenderers, a Commissioner of Oaths or a Notary Public or a Magistrate of the Kenyan Judiciary.*
- b) *For foreign Tenderers, a Notary Public in the country of the Tenderer.*

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

3.21.3 All pages of the Tender, including un-amended printed literature, shall be initialled by the person or persons signing the Tender and serially numbered.

3.21.4 The Tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialled by the person or persons signing the Tender.

3.21.5 KPLC will assume no responsibility whatsoever for the Tenderer's failure to comply with or observe the entire contents of this paragraph.

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

3.22 Sealing and Outer Marking of Tenders

3.22.1 The Tenderer shall seal the Original and each Copy of the Tender in separate envelopes or packages, duly marking the envelopes or packages as "ORIGINAL", "COPY 1 OF TENDER" and "COPY 2 OF TENDER". The envelopes or packages shall then be sealed in outer envelopes or packages.

3.22.2 The inner and outer envelopes or packages shall -

- a) *be addressed to KPLC at the address given in the Invitation to Tender,*
- b) *bear the tender number and name as per the Invitation to Tender and the words, "**DO NOT OPEN BEFORE** (the tender closing date) as specified in the Invitation to Tender.*

3.22.3 All inner envelopes or packages shall also indicate the name and full physical, telephone, e-mail, facsimile and postal contacts of the Tenderer to enable the Tender to be returned unopened in circumstances necessitating such return including where Tenders are received late, procurement proceedings are terminated before tenders are opened or the Tender does not qualify for

further financial evaluation in accordance with the Summary of Evaluation Process set out in the Tender Document.

- 3.22.5 If the envelopes or packages are not sealed and marked as required by this paragraph, KPLC will assume no responsibility whatsoever for the Tender's misplacement or premature opening. A tender opened prematurely for this cause will be rejected by KPLC and promptly returned to the Tenderer.

3.23 Deadline for Submission of Tenders

- 3.23.1 Tenders must be received by KPLC by the time and at the place specified in the Invitation to Tender.
- 3.23.2 KPLC may, at its discretion, extend this deadline for submission of Tenders by amending the tender documents in accordance with paragraph 3.7, in which case all rights and obligations of KPLC and the Tenderer's previously subject to the initial deadline, will therefore be subject to the deadline as extended.

3.24 Modification and Withdrawal of Tenders

- 3.24.1 The Tenderer may modify or withdraw its Tender after it has submitted it, provided that written notice of the modification, including substitution or withdrawal of the Tender is received by KPLC prior to the deadline prescribed for submission of tenders.
- 3.24.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraphs 3.20, 3.21 and 3.22. A withdrawal notice may also be sent by facsimile, electronic mail, cable or telex but followed by an original signed confirmation copy, postmarked not later than the deadline for submission of Tenders.
- 3.24.3 No Tender may be modified after the deadline for submission of Tenders.
- 3.24.4 No Tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period during which the Tender must remain valid. Withdrawal of a Tender during this interval shall result in forfeiture of the Tenderer's Tender Security.

3.25 Opening of Tenders

- 3.25.1 At the opening, KPLC shall open all Tenders promptly after the tender closing date and time, at the location specified in the Invitation to Tender or as may otherwise be indicated.
- 3.25.2 The Tenderer's names, tender prices, discounts, tender modifications or withdrawals, the presence or absence of requisite Tender Security, the number of sets of tender documents duly received and such other details as KPLC, at its discretion, may consider appropriate, will be announced at the opening.
- 3.25.3 Tenderers whose tenders qualify after preliminary and technical evaluation will proceed for the price comparison as per the evaluation criteria (*section VI*)
- 3.25.4 The Tenderers or their representatives may attend the opening and those present shall sign a register evidencing their attendance.

3.26 Process to be Confidential

- 3.26.1 After the opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations arising there-from shall not be disclosed to a Tenderer or other person(s) not officially concerned with such process until conclusion of that process.
- 3.26.2 Any effort by a Tenderer to influence KPLC or any of its staff members in the process of examination, evaluation and comparison of tenders and information or decisions concerning award of Contract may result in the rejection of the Tenderer's tender.

3.27 Clarification of Tenders and Contacting KPLC

- 3.27.1 To assist in the examination, evaluation and comparison of Tenders KPLC may, at its discretion, ask the Tenderer for a clarification of its Tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Tender shall be sought, offered, or permitted.
- 3.27.2 The Tenderer is required to provide timely clarification or substantiation of the information that is essential for effective evaluation of its qualifications. It is the responsibility of the Tenderer to provide in writing the clarification or substantiation

- which should reach KPLC within five (5) days from the date of KPLC's query. Such writing may include by electronic mail, facsimile or postal mail. Should there be no conclusive response within this period, it shall result in the Tenderer's disqualification.
- 3.27.3 Save as is provided in this paragraph and paragraph 3.26 above, no Tenderer shall contact KPLC on any matter related to its Tender, from the time of the tender openings to the time the contract is awarded.
- 3.27.4 Any effort by a Tenderer to influence KPLC in its decisions on tender evaluation, tender comparison, tender recommendation(s) or contract award may result in the rejection of the Tenderer's Tender.

3.28 Preliminary Evaluation and Responsiveness

- 3.28.1 Prior to the detailed Technical and Financial evaluation, KPLC will determine the substantial responsiveness of each Tender. For purposes of this tender, a substantially responsive Tender is one that conforms to the requirements of Preliminary Evaluation. KPLC's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
- 3.28.2 KPLC will examine the Tenders to determine whether they conform to the Preliminary Evaluation Criteria set out in Section VI Evaluation Criteria.
- 3.28.3 Notwithstanding the contents of the foregoing sub-paragraphs, if a Tender is not substantially responsive, it will be rejected at the earliest stage of evaluation by KPLC and cannot subsequently be made responsive by the Tenderer by correction of any non-conformity.

3.29 Minor Deviations, Errors or Oversights

- 3.29.1 KPLC may waive any minor deviation in a Tender that does not materially depart from the requirements of the goods and or services set out in the Tender Document.
- 3.29.2 Such minor deviation -
- 3.29.2.1 shall be quantified to the extent possible,
 - 3.29.2.2 shall be taken into account in the evaluation process,
- and,

3.29.2.3 shall be applied uniformly and consistently to all qualified Tenders duly received by KPLC.

3.29.3 KPLC may waive errors and oversights that can be corrected without affecting the substance of the Tender.

3.30 Technical Evaluation and Comparison of Tenders

3.30.1 KPLC will further evaluate and compare the Tenders that have been determined to be substantially responsive, in compliance to the Details of Services set out in the Tender Document and as per the prescribed Evaluation Criteria.

3.30.2 The Operational Plan is a critical aspect of the Tender. KPLC requires that the Services shall be performed at the time specified in the Schedule of Requirements. KPLC's evaluation of a tender will also take into account the Operational Plan proposed in the Tender. Tenderers offering to perform longer than KPLC's required delivery time will be treated as non-responsive and rejected.

3.30.3 For Tenders that do not qualify past the technical evaluation stage, their Tender Securities, will be promptly released and discharged. In any event such release and discharge will be commenced not later than five (5) days after the completion of the process regarding the Technical evaluation stage.

3.31 Financial Evaluation

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

- a) of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the Services.
- b) deviations in Payment Schedule from that specified in the Special Conditions of Contract

3.31.2 Where other currencies are used, KPLC will convert those currencies to the same currency using the selling exchange rate ruling on the date of tender closing provided by the Central Bank of Kenya.

3.31.3 Arithmetical errors will be rectified on the following basis - if there is a discrepancy between the unit price and the total

price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

- 3.31.4 The Tenderer will be notified of the correction of the arithmetical error(s). If the Tenderer does not accept the correction of the error(s), its Tender will be rejected, and its Tender Security forfeited.

3.32 Preferences

In the evaluation of tenders, exclusive preference shall be given to citizen contractors where the amount of the tender as evaluated is below KShs. 50 Million in respect of services.

- 3.33** *For purposes of this paragraph the Tenderer shall submit with its Tender, a valid copy of certificate of Confirmation of Directorships and Shareholding issued and signed by either the Registrar of Companies or Registrar of Business Names. This certificate must not be more than three (3) months old from the Date of the Tender Document. Kenya Power reserves the right to subject the certificate to authentication.*

3.34 Debarment of a Tenderer

A Tenderer who gives false information in the Tender about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

3.35 Confirmation of Qualification for Award

- 3.35.1 KPLC may confirm to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 3.35.2 The confirmation will take into account the Tenderer's financial, technical, and performance capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to paragraph 3.13 as well as confirmation of such other information as KPLC deems necessary and appropriate. This may include factory, office and other facilities inspection and audits.

- 3.35.3 An affirmative confirmation will be a prerequisite for award of the contract to the Tenderer. A negative confirmation will result in rejection of the Tenderer's Tender, in which event KPLC will proceed to the next lowest evaluated responsive tender to make a similar confirmation of that Tenderer's capabilities to perform satisfactorily.

3.36 Award of Contract

- 3.36.1 KPLC will award the contract to the successful Tenderer whose Tender has been determined to be substantially responsive, compliant with the evaluation criteria and has been determined to be the lowest evaluated tender, and further, where deemed necessary, that the Tenderer is confirmed to be qualified to perform the contract satisfactorily.
- 3.36.2 Award will be done as indicated in the Appendix to Instructions to Tenderers.

3.37 Termination of Procurement Proceedings

- 3.37.1 KPLC may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 3.37.2 KPLC shall give prompt notice of the termination to the Tenderers, and, on request from any Tenderer, give its reasons for termination within fourteen (14) days of such request.

3.38 Notification of Award

- 3.38.1 Prior to the expiration of the period of tender validity, KPLC shall notify the successful Tenderer in writing that its Tender has been accepted.
- 3.38.2 The notification of award shall not constitute the formation of the contract until one is finally signed by both parties.
- 3.38.3 Simultaneously, and without prejudice to the contents of paragraph 3.27, on issuance of Notification of Award to the successful Tenderer, KPLC shall notify each unsuccessful Tenderer.
- 3.38.4 A notification of the tender outcome does not reduce the validity period for any tender security whether the Tenderer is successful or not, except where such tender security is officially released to the Bank and/or the Tenderer and such Bank

discharged of all its obligations by KPLC prior to the expiry of its stated validity period..

3.39 Signing of Contract

3.39.1 At the same time as KPLC notifies the successful Tenderer that its Tender has been accepted, KPLC will send the Tenderer the Contract Agreement provided in the Tender Document together with any other necessary documents incorporating all agreements between the Parties.

3.39.2 Within fourteen (14) days of the date of notification of award, the successful

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

3.39.3 KPLC shall sign and date the Contract in the period between not earlier than fourteen (14) days from the date of notification of contract award and not later than thirty (30) days after expiry of tender validity. Further, KPLC shall not sign the contract until and unless the authentic performance security is received in accordance with paragraph 3.40.

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

3.39.5 Paragraph 3.38 together with the provisions of this paragraph 3.39 will apply with necessary modifications with respect to the Tenderer notified under sub-paragraph 3.39.4.

3.40 Performance Security

3.40.1 Within twenty one (21) days of the date of notification of award from KPLC, the successful Tenderer shall furnish KPLC with a Performance Security which shall be either one or a combination of the following:

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

shall be prepaid by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.

- c) For Foreign bidders, Standby Letters of Credit (LC) confirmed by a bank in Kenya. All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.
- 3.40.2 The Performance Security shall be issued by a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya.
- 3.40.3 The successful Tenderer shall furnish a Performance Security being the sum of ten percent (10%) of the contract price.
- 3.40.4 KPLC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the successful Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed five (5) days from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such successful Tenderer's Performance Security may be deemed as invalid.
- 3.40.5 Failure of the successful Tenderer to furnish an authentic Performance Security, the award shall be annulled and the Tender Security forfeited, in which event KPLC may notify the next lowest evaluated Tenderer that its Tender has been accepted.
- 3.40.6 Paragraph 3.38, 3.39 together with the provisions of this paragraph 3.40 will apply with necessary modifications, and as far as circumstances permit, with respect to the Tenderer notified under sub-paragraph 3.39.4.

3.41 Corrupt or Fraudulent Practices

- 3.41.1 KPLC requires that Tenderers observe the highest standard of ethics during the procurement process and execution of

contracts. When used in the present Regulations, the following terms are defined as follows: -

- a) *“Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of public official in the procurement process or in contract execution;*
- b) *“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of KPLC, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive KPLC of the benefits of free and open competition.*

3.41.2 KPLC will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

3.41.3 Further, a Tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO TENDERERS

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

No	ITT Reference Clause	Particulars of Appendix
1.	3.2.1 Eligible Tenderers	<i>Only Designated Health Practitioners registered by the Directorate of Occupational Safety & Health; MINISTRY OF LABOUR and duly registered in Kenya and perform these services as part of their core business.</i>
2.	3.5 Contents of the Tender Document	<i>The following do not form part of the Tender Document:- a) Tender Security Forms b) Principal or Manufacturer's Authorization Form</i>
3.	3.6 Clarification of Documents	<p><i>This shall be made to the following:</i></p> <p><i>Mercy Kebaara</i> <i>The Kenya Power & Lighting Company Limited</i> <i>Stima Plaza, 1st Floor,</i> <i>Kolobot Road, Parklands</i> <i>P O Box 30099 - 00100</i> <i>Nairobi, Kenya</i> <i>Tel. +254 20 3201145 FAX: +254 20 3753812</i> <i>Email: mkebaara@kplc.co.ke OR</i></p> <p><i>Jacinta Wamwaki</i> <i>The Kenya Power & Lighting Company Limited</i> <i>Stima Plaza, 3rd Floor,</i> <i>Kolobot Road, Parklands</i> <i>P O Box 30099 - 00100</i> <i>Nairobi, Kenya</i> <i>Tel. +254 20 3201311 FAX: +254 20 3753812</i> <i>Email: jwamwaki@kplc.co.ke</i></p>

4.	3.9 Documents comprising the Tender	<i>Delete or disregard no. (d)</i>
5.	3.9 (e) List of Previous Customers	<i>The Tenderer shall submit a List of at least five (5) names with details as per Note no. 3) to Table 1 in Section VI Evaluation Criteria.</i>
6.	3.13.2 (a) Manufacturer's /Principal's Authorization	<i>Not applicable</i>
7.	3.13.2 Audited Financial Statements of the Tenderer. The Bank statements required must be those that are reported within fifteen (15) calendar months from the Date of the Tender Document.	
8.	3.13.2 (d) Agent of foreign Tenderer	<i>Not applicable.</i>
9.	3.13.2 (e) Tenderer's membership of a recognized or accredited institution.	<i>Registered with Medical Practitioners & Dentist Board and registered as a Designated Health Practitioner by Directorate of Occupational Safety and Health Services.</i>
11.	3.14.2 (a) (b) and (c)	<i>Not applicable</i>
12.	3.16.2 Warranty - Period of	<i>Not applicable</i>

13.	3.17 Tender Security	<i>Not applicable</i>
14.	3.30 Technical Evaluation and Comparison of Tenders	<i>Instead of "Operational Plan" substitute with the following collectively:- Methodology, Work Plan, Work Schedule and Time Schedule for Professional Staff</i>
15.	3.36.2 Mode of Award of Contract	<i>Multiple successful Tenderers as per regional requirement</i>
16.	3.40 Performance Security	<i>Not applicable</i>
17.	Add paragraph 3.42 Conflict of Interest	<i>A Tenderer bidding for provision of OSHA medical examinations Consultancy shall ensure that it does not have any conflict of interest with respect to KPLC. For purposes of this paragraph, a conflict of interest with respect to KPLC includes, but is not limited to circumstances where a Tenderer:- a) being a member of a Consortium of Consultants has a vested interest in another member of such Consortium; or b) is currently a provider of professional services to a party with conflicting interests with KPLC.</i>
18.	Add paragraph 3.43 Terms of Payment	<i>The Tenderer shall propose a payment schedule based on the timing of submission of Reports. This will be discussed at the time of contract drawing with the Tenderer who qualifies as the successful bidder.</i>
19.	Add paragraph 3.44	<i>3.44.1 The Tenderer shall furnish, as part of its Tender, a Professional Indemnity Cover (the Cover) for the minimum amount of Kenya Shillings 1</i>

	<p>Professional Indemnity Cover</p>	<p>million.</p> <p>3.44.2 The proceeds of the Cover shall be payable to KPLC as compensation for any loss resulting from the Contractor's failure to comply with its obligations in accordance with the contract without KPLC being required to demonstrate the loss it has suffered.</p> <p>3.44.3 The Cover shall be denominated in Kenya Shillings. It shall be issued by either a commercial bank licensed by the Central Bank of Kenya or an insurance company licensed by the Insurance Regulatory Authority (IRA), or both bank and insurance company. In both cases, the bank and the insurance company must be located in Kenya.</p> <p>3.44.4 The Cover submitted shall be valid for at least one calendar year from the Date of the Tender Document.</p> <p>3.44.5 KPLC shall seek authentication of the Cover from the issuing bank or insurance company. It is the responsibility of the Tenderer to sensitize its issuing bank or insurance company 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 or insurance company within this period, such Tenderer's Cover may be deemed as invalid and the bid rejected.</p> <p>3.44.6 Any Tender not accompanied by the Cover in accordance with this paragraph will be rejected by KPLC as non-responsive, pursuant to paragraph 3.28.</p> <p>3.44.7 Notwithstanding paragraph 3.44.4, the Successful Tenderer shall be required to ensure that the Cover is valid at all times during the period of contract validity and further is at least in the minimum amount as that prescribed above.</p>
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SECTION IV - SCHEDULE OF REQUIREMENTS

Brief Schedule Of Services Required

For Provision of Occupational Safety & Health Medical Examinations consultancy Services Tender No. KP1/9AA-2/PT/08/HRA/14-15

Item No.	Description	Performance Period OR Performance Start Date	Performance End Date
1	Undertake Medical examinations as per Legal Notice No. 25 of 2005 and Occupational Safety & Health Act of 2007 and recommend action beneficial to KPLC.	Commencement of contract	2015 - one year after commencement date. Renewable at the discretion of KPLC.

Item No.	Summary Description:	Indicate region/sub-region willing to undertake consultancy.	Yes/No
1.		Nairobi North	
2.		Nairobi South	
3.		Nairobi west	
4.		Mt Kenya Region	
5.		Coast Region	
6.		West Region	

Please note the regions are geographically split as follows - Nairobi South and Nairobi West Region with their main office in Electricity House, Harambee Avenue Nairobi Central Business District; Nairobi North Region with its main office in Stima Sacco Plaza (a few meters from KPLC Hq), Mushembi Road, Parklands, Nairobi; West Kenya Region with the main office in Electricity House, Moi South Road, Nakuru; Coast Region with the main office in Electricity House, Nkrumah Road, Mombasa Central Business District and Mount Kenya Region with the main office in Stima House Nyeri. West Kenya Region has two sub regional offices in Electricity House Kisumu and KVDA Plaza Eldoret while

SECTION V - PRICE SCHEDULES FOR SERVICES**PART A**

Sr. No.	Description	Quantity/ Unit of Measure (Per Person)	Amount (KSh.)
1.	Medical examinations		
2.	Local taxes, duties, levies and other statutory charges, if applicable, chargeable under the laws of Kenya (<i>excluding Value Added Tax (VAT) see row below</i>)).		
3.	Visual and Audiometric testing. (Any other Test recommended will be charged separately).		
4.	Report writing for each depot including filing Forms with the Directorate of Occupational Health & Safety services (DOSHS) in prescribed reporting format.		
5.	Grand Total amount of financial proposal		

* NOTE: THE COST OF TRANSPORTATION AND ACCOMODATION (WHERE APPLICABLE) TO DEPOTS OUTSIDE THE RESIDENT TOWN/CITY WILL BE MET BY KPLC AND NEED NOT BE INCLUDED IN THE QUOTATION.

Yours sincerely,

Name of Tenderer

Name and Capacity of authorised person signing the Tender

Signature of authorised person signing the Tender

Stamp of Tenderer

***NOTES TO TENDERERS ON PRICE SCHEDULES-**

1. ***Input***

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

2. **Offer to KPLC Occupational Safety & Health Medical Examinations consultancy Services and Support over a Three Year Period.**

The rates quoted are also expected to form the basis for the pricing of future consultancy services over the three year support period.

3. ***Reimbursables/ Disbursements***

3.1 This will be paid to the successful bidder for the performance of the assignment.

3.2. Only the actual payments incurred on travel, subsistence, communications and Report preparation will be reimbursed up to a maximum amount submitted in the Tender upon sufficient proof of the same.

3.3 For the avoidance of doubt, this excludes all costs associated with preparation and submission of the Tender for any Tenderer. Those costs whatsoever shall be fully borne by the bidder.

4. ***Taxes/ duties/ levies and other statutory charges***

These should be specified based on breakdown of consultancy costs.

Date:

Tender Number and Name:

To:

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

Dear Sirs and Madams,

Having read, examined and understood the Tender Document including all Addenda, receipt of which we hereby acknowledge, we, the undersigned Tenderer, offer to provide(*insert services description*) for the sum of.....(*total tender price in words and figures*) or such other sums as may be ascertained in accordance with the schedule of prices inserted by me/ us above.

Yours sincerely,

Name of Tenderer

Name and Capacity of authorised person signing the Tender

Signature of authorised person signing the Tender

Stamp of Tenderer

SECTION VI - EVALUATION CRITERIA

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

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

6.1.1 Submission of copy of a valid Professional Indemnity Cover.

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

6.1.3 Submission and considering Tender Form duly completed and signed.

6.1.4 Submission and considering the following:-

- a) *Company or Firm's Registration Certificate in Kenya*
- b) *PIN Certificate or Taxpayer's Registration Certificate issued by the Kenya Revenue Authority (KRA).*
- c) *Valid Tax Compliance Certificate issued by KRA.*
- d) *Firm profile,*

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

6.1.6 *Submission and considering that the required number of sets (original and copies) of Tender.*

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

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

6.1.8 *Independent evidence of Tenderer's affiliation or accreditation to an international and recognized organization or firm (excluding the Tenderer's own statement to this effect).*

6.1.9 *Submission of List of Organisations as evidence of the Tenderer's Performance and Experience on Tax matters in the last ten years from the date of the Tender document.*

6.1.10 *Submission of List of Organisations as evidence of the Tenderer's conducting tax Training in the last ten years from the date of the Tender document.*

6.1.11 *Submission of copies of the following documents in respect of each and all Tenderer's personnel who will be dedicated to this Tender if successful -*

- a) *Detailed Curriculum Vitae (C.V.)*
- b) *Employment Contracts or Service Level Agreements*
- c) *Academic certificates (post high school)*
- d) *Professional certificates*
- e) *Independent valid evidence of active membership and registration with professional bodies (all excluding the Tenderer's own statements to these effects).*

6.1.12 *Record of unsatisfactory or default in performance obligations in any contract shall be considered. This shall include any Tenderer with unresolved disputes with any contracting*

Employer in its performance obligations for more than two (2) months in any contract.

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

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

These are mandatory requirements.

PART A

6.2.1 Verification of the following information:-

- a) *Relevant requested certificates and or documents.*
- b) *Any other details required in the Tender.*

PART B

6.2.2 Detailed Evaluation. Technical submissions will be evaluated using the following criteria:-

Sr. No.	Criteria	KPLC Requirement (Full scores for meeting KPLC requirement and graduated scores for partial response)	Bidder's Response	Bidder's Total Score
1	Registration and Location of Office Registered/ Residing in Kenya	8 Marks in Total		
2	Experience in Consultancy Services matters in the last five (5) years. <i>(All the above organizations must be registered and operating in Kenya).</i>	45 Marks in Total		

3	<p>Valid evidence of Team Leader's appropriate qualification, experience and degree of responsibility. Years of experience minimum five (5) years.</p>	15 Marks in total		
4	<p>Valid and Current/Active Membership with professional organizations</p>	6 marks in total		
5	<p>Companies or Firms offered Consultancy services by the Tenderer in the last 3 years of the date of the tender document in the similar field.</p>	6 marks in total		
6	<p>The Tenderer's Commentaries and Response to the TOR.</p>	<p>6 Marks in total</p> <p>a) Response/Commentaries on TOR no. 1 i.e. 'Scope of Consultancy'. 2 marks</p> <p>b) Response/Commentaries on TOR no. 2 i.e. 'Time'. 2 marks</p> <p>c) Response/ Suggestions / Commentaries on the 'Introduction'. 2 marks</p>		

7	Appropriateness of the Tenderer's Proposed Workplan and Described Methodology	15Marks in total		
TOTAL SCORE OUT OF 100				

NOTES TO TABLE 1:-

1. Qualification and Scoring.

- 1.1 To qualify for further evaluation, the Tenderer ought to score a minimum of 75 marks.
- 1.2 To earn any mark,
 - a) the bidder must satisfy each and every tenet of each criterion to obtain the full award or marks for that particular criterion.
 - b) where any single tenet is not fulfilled for any criterion, no mark shall be awarded. For instance, where a bidder submits the correct document but lacks a signature or fails in certification (*see no. 10 below*) or letter is not addressed to KPLC as required, no mark will be awarded for that criterion.
- 1.3 For avoidance of doubt, partial scoring in a criterion will be avoided and only full marks as per the scheme and criteria in Table 1 will be awarded.

2. Registration and Networking.

- 2.1 Evidence of local registration shall be through the registration certificates issued by the Attorney General's Registrars of Companies or Business Names.
- 2.2 Evidence of main office and branches, whether Kenyan or within the EAC region shall be through -
 - a) if building/premise is not owned by the bidder, a signed lease or tenancy agreement for a period exceeding 15 months beyond the Date of the Tender Document.

- b) if building/ premise is owned by the bidder a Statement to that effect in the format provided together with a copy of the title document and a valid utility (*electricity or water or telephone (landline)*) bill for not more than three (3) months prior to the Date of the Tender Document.
- c) if acquired but ownership documents are yet to be obtained or not easily available, then registered sale agreement or other registered document or confirmatory proof of ownership of the building/ premise eg. letter from a bank or financial institution if the title is charged or mortgaged.

3. Evidence of experience on OSHA matters in the last five years shall be through

- a) List prepared by the Tenderer giving the full names of the companies or firms or organisations.
- b) The List shall contain the current full physical, postal, facsimile (if available) and website (if any) and e-mail address of the organization. It should also include the contact person or office.

4. Valid evidence of Team Leader's appropriate qualification, experience and degree of responsibility.

4.1 Evidence of Team Leader's position shall be through -

- a) Employment or appointment letter or valid contract of the Team Leader to that position.
- b) where the Team Leader owns or co-owns or is a founding member of the firm and therefore does not have the documents requested in (a) above, a statement/ letter to that effect by that Team Leader which statement or letter must be confirmed or co-signed by another co-owner, or founding member or senior authorized employee in that firm.

4.2 Evidence of Team Leader's years of experience shall be through a statement indicating the number of years of the relevant experience of the Team Leader in any of the

documents mentioned in 4.1 (a) or 4.1 (b) above whichever is applicable.

4.3 Evidence of Team Leader's professional membership shall be through -

5.3.1 a letter on the letterhead of the professional organisation confirming the Team Leader's membership

a) the letter shall not be more than twelve months old prior to the Date of the Tender Document.

b) If the letter is a copy of the original, it must be certified by either -

(i.) an authorized representative of that professional organization or

(ii.) a qualified Advocate and Commissioner of Oaths of the High Court of Kenya.

4.3.2 Or in lieu of 4.3.1 above, a copy of a valid/current certificate of membership of that professional organization.

4.3.3 Or in lieu of 4.3.1 and 4.3.2 above, where such membership can be confirmed through the organisation's website or other relevant independent website -

a) a printed extract of that where the Team Leader's name appears together with the address of the website, or,

b) a statement by the Tenderer showing the website where that membership of the Team Leader may be confirmed.

4.4 Evidence of Team Leader's degree of responsibility shall be through-

a) an appointment or confirmation letter, contract or other document, either which way, from the organisation where such responsibility was shouldered and performed. Any of the documents must clearly show that the proposed Team Leader for this Tender acted as such in that other assignment.

b) an appointment or confirmation letter contract or other

document, either which way from the bidder, confirming that the proposed Team Leader for this Tender shouldered the responsibility and performed as Team Leader in those other assignments.

- (i.) In this case i.e. 4.4 (b), that letter, contract or other document shall be co-signed by a person of similar ranking to the Team Leader or a senior authorized employee of the bidder's firm.
- (ii.) The co-signatory shall indicate his/her full names, designation and full contact details.

5. Team's average years of experience (excluding Team Leader). The evidence necessary shall be proved and evaluated as follows:-

6.1 Years of tax experience of each proposed member of the Team -

- a) letter or statement or other document giving the full names and current designation of each proposed Team member.
- b) employment/appointment letters or contract of each proposed Team member including current length of service and termination date (if any), with the bidder.
- c) written confirmation of (b) by the particular proposed Team member.
- d) The letter or statement or document in (a) above shall indicate the number of years of tax experience of each proposed Team member
- e) the letter or statement or other document shall be on the bidder's letterhead or from the bidder.
- f) the letter or statement or other document shall be signed by the proposed Team Leader and co-signed by a person of similar ranking to the Team Leader or a senior authorized employee of the bidder's firm.

5.2 The calculation shall be computed on the basis of the above information.

6. Valid and Current/Active Registration with professional organisations

6.1 Evidence of each proposed Team member's professional membership shall be through -

8.1.1 a letter on the letterhead of the professional organisation confirming the membership for each proposed Team member.

- a) the letter may be original and shall not be more than nine months old prior to the Date of the Tender Document.
- b) if the letter is a copy of the original a copy, it must be certified by either -
 - (i.) an authorized representative of that professional organization or
 - (ii.) a qualified Advocate and Commissioner of Oaths of the High Court of Kenya.

1.1.2 Or in lieu of 8.1.1 above, a copy of a valid/current certificate of membership of that professional organization certified by -

- a) an authorized representative of that professional organization or body issuing the certificate, or,
- b) a qualified Advocate and Commissioner of Oaths of the High Court of Kenya.

6.1.3 Or in lieu of 8.1.1 and 8.1.2 above, where such membership can be confirmed through the organization's website or other relevant independent website -

- a) a printed extract of that where the proposed Team member's name appears or together with the address of the website, or,
- b) a statement by the bidder showing the website where that membership of that proposed Team member may be confirmed.

6.2 The calculation shall be computed on the basis of the above information.

7. Companies or Firms offered similar services by the Tenderer in the last 5 years of the Date of the Tender Document.

- 7.1 The following evidence shall be submitted for evaluation -
- a) list prepared by the Tenderer giving the full names of the companies or firms. The List shall contain the current full physical, postal, facsimile (if available) and website (if any) and e-mail address of the organization. It should also include the contact person or office for that training.
 - b) the List shall also spell out the total number of persons in each company or firm who were examined.
 - c) a letter addressed to KPLC in respect of this tender confirming that the training was performed by the bidder.
 - d) the letter shall be done on the letterhead of that company or firm and signed by its authorized representative who shall give his/her full names and designation in that organization together with his/her full contact details.

7.2 The calculation will be done on the basis of the above information.

8. Certification/ Certified copies.

- 8.1 Wherever certified copies are requested or acceptable to KPLC, the certification must be original.
- 8.2 A photocopy of a certified copy may not be accepted.
- 8.3 An electronically scanned copy of an original certified copy may be accepted.
- 8.4 A photocopy of any electronically scanned copy may not be accepted.

9. Curriculum Vitae (CV)

- 9.1 KPLC recognizes that part of the information requested above is required to be in several separate documents. However, where the bidder feels that the information may be adequately contained in a CV, the bidder may do so.

The bidder must state that the information variously requested is in the submitted CV whether of the proposed Team Leader or any Team member.

9.1.1 Where the bidder exercises this option of combining, care must be taken to ensure that all the information required of the several separate documents is included in the composite CV.

9.1.2 No information sought should be omitted at all.

9.1.3 The requirements as to several signatures and certifications in the different documents may be dispensed with. Instead a single signature (*and co-signature where required*) together with a single certification, all on each printed page of the CV may suffice.

9.2 Alternative professional staff shall not be proposed and only one CV shall be submitted for each position.

10. Staff's nature of engagement with the Bidder

12.1 It is recommended that the key professional staff be permanent employees or at least have an extended and stable relationship with the Bidder.

6.3 Part III - Financial Evaluation Criteria Under Paragraph 3.31 of the ITT. These are mandatory requirements.

6.3.1 This will include the following: -

- a) Confirmation of and considering Price Schedule duly completed and signed.
- b) Checking that the Tenderer has quoted prices based on all costs including duties and taxes.
- c)* Checking submission of bank statements required which must be those that are reported within six (6) calendar months of the Date of the Tender Document.
- d) Conducting a financial comparison, including conversion of tender currencies into one common currency,
- e) Correction of arithmetical errors,
- f) Taking into account the cost of any deviation(s) from the tender requirements,

- g) Considering information submitted in the Confidential Business Questionnaire against other information in the bid including:-
- a) Declared maximum value of business
 - b) Shareholding and citizenship for preferences where applicable.

6.3.2 Confirming the following:-

- a) That the Tenderer's offered Performance Schedule meets KPLC's requirements.
- b) That the Tenderer's offered Terms of Payments are acceptable to KPLC.

6.4 Successful Tenderer

6.4.1 The Successful Tenderers shall be the one with the evaluated price according to the formula below:-

6.4.1 The lowest cost proposal will be awarded 20 points. Other cost proposals will be awarded proportionate points as per the formulae:

$$\frac{\text{Lowest Cost Proposal}}{\text{Other Proposal's Cost}} \times 20$$

6.4.2 Overall Ranking: The overall ranking will be computed as follows:-

0.8 x points score on technical proposal + points score on financial proposal. The bidder with the highest overall score shall be considered to be the winner

***NOTES ON FINANCIAL EVALUATION AND AWARD: -**

1. For purposes of evaluation, the exchange rate to be used for currency conversion shall be the selling exchange rate ruling on the date of tender closing provided by the Central Bank of Kenya. (Visit the Central Bank of Kenya website).
2. Total tender value means the Tenderer's total tender price inclusive of all taxes eg. Value Added Tax (VAT) and reimbursables.

3. For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they should submit certified copies of bank statements covering a period of at least six months prior to the Date of the Tender Document. The copies should be certified by the bank issuing the statements. The certification should be original.
4. KPLC may conduct proposed contract discussions after determining the Successful Tenderer. These will be held at KPLC's headquarters at Stima Plaza or otherwise as may be advised. The discussions will additionally touch on methodology of work plan, final Terms of Reference and on Financial proposal.

The purpose of negotiations is to reach clarity and agreement on all items. The negotiations will conclude with a review of the draft form of the contract. If the discussions are not fruitful, KPLC shall at its sole discretion terminate any further discussions with that Tenderer and invite the firm whose proposal received the second highest score for similar discussions.

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SECTION VII - GENERAL CONDITIONS OF CONTRACT

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

7.1 Definitions

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

- a) *“Day” means calendar day and “month” means calendar month.*
- b) *“The Contract” means the agreements entered into between KPLC and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.*

- c) *“The Contract Price” means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.*
- d) *“The Services” means services or art thereof to be provided by the Contractor and includes all of the materials and incidentals, which the Contractor is required to perform and provide to KPLC under the contract.*
- e) *“The Procuring Entity” means The Kenya Power and Lighting Company Limited or its successor(s) and assign(s) where the context so admits (hereinafter abbreviated as KPLC).*
- f) *“The Contractor” or the Consultant” or the Consulting firm” means the individual or firm providing the services under this contract or his/ her/ its permitted heir(s), personal representative(s), successor(s) or permitted assign(s) where the context so admits. For the avoidance of doubt this shall mean the Successful Tenderer(s) pursuant to the tender.*
- g) *Wherever used in the contract, “performance” shall be complete or be deemed to be complete, unless the circumstances indicate otherwise, when the services have been performed in accordance with the Contract and where KPLC does not signify its approval to the Contractor, but without giving notice of dissatisfaction, on the expiration of thirty (30) days from date of documented completion of performance of the service.*

7.2 Application

These General Conditions shall apply to the extent that provisions of other parts of the contract do not supersede them.

7.3 Standards

The Services supplied under this contract shall conform to the standards mentioned in the Details of Service.

7.4 Use of Contract Documents and Information

- 7.4.1 The Contractor shall not, without KPLC’s prior written consent, disclose the contract, or any provision thereof or any

specification, plan, drawing, pattern, sample, or information furnished by or on behalf of KPLC in connection therewith, to any person other than a person employed by the Contractor in the performance of the contract.

7.4.2 The Contractor shall not, without KPLC's prior written consent, make use of any document or information enumerated in clause 7.4.1 above.

7.4.3 Any document, other than the contract itself, enumerated in clause 7.4.1 shall remain the property of KPLC and shall be returned (including all copies) to KPLC on completion of the Contractor's performance under the contract if so required by KPLC.

7.5 Patent Rights

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

7.6 Performance Security

7.6.1 Within twenty one (21) days of the date of the notification of contract award, the Contractor shall furnish to KPLC the Performance Security which shall be either one or a combination of the following:-

- a) an original Bank Guarantee that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document.
- b) Confirmed Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid by the successful Tenderer. Certain mandatory conditions of the LC shall be as prescribed in the Performance Security Form (LC) in the Tender Document.

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

7.6.3 The Performance Security shall be the sum of ten percent (10%) of the contract price. It shall be in the currency of the contract price.

7.6.4 Failure of the Contractor to furnish the Performance Security, the award shall be annulled and the Tender Security

- forfeited, in which event KPLC may notify the next lowest evaluated Tenderer that its Tender has been accepted.
- 7.6.5 The proceeds of the Performance Security shall be payable to KPLC as compensation for any loss resulting from the Contractor's failure to comply with its obligations in accordance with the contract without KPLC being required to demonstrate the loss it has suffered.
- 7.6.6 The Performance Security shall be valid for a minimum of sixty (60) days after satisfactory delivery for both Foreign and Local Contractors.
- 7.6.7 KPLC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the Contractor to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed five (5) days from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such Contractor's Performance Security may be deemed as invalid and the Contract nullified, unless information to the contrary is received by KPLC two (2) days before the expiry of the Contractor's Tender Security.
- 7.6.8 Subject to the provisions of this contract, the Performance Security will be discharged by KPLC and returned to the Contractor not earlier than thirty (30) days following the date of completion of the Contractor's obligations under the contract, including any warranty obligations, under the contract.

7.7 Inspection and Tests

- 7.7.1 KPLC or its representative(s) shall have the right to inspect and/or to test the services to confirm their conformity to the contract specifications. KPLC shall notify the Contractor in writing in a timely manner, of the identity of any representative(s) retained for these purposes. Such visit and or inspection/ test shall in no way prejudice KPLC's rights and privileges.
- 7.7.2 In appropriate circumstances, Inspection/ Test Report(s) shall be completed upon conclusion of the inspection/ tests.
- 7.7.3 The inspections and tests may be conducted in the premises of the Contractor or its subcontractor(s). If conducted on the premises of the Contractor or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and

production data, shall be furnished to the inspectors at no charge to KPLC.

- 7.7.4 Should any inspected or tested services fail to conform to the specifications, KPLC may reject the Service(s), and the Contractor shall either replace or remedy the rejected services or make alterations necessary to meet specification requirements free of cost to KPLC.
- 7.7.5 KPLC's right to inspect, test and where necessary, reject the services after provision shall in no way be limited or waived by reason of the services having previously been inspected, tested and passed by KPLC or its representative(s) prior to the services performance / delivery.
- 7.7.6 For the avoidance of doubt, any acknowledgement by KPLC on the Contractor's or sub-contractor's document shall not be conclusive proof or evidence of satisfactory performance without duly authorized approval by KPLC.
- 7.7.7 Nothing in this clause 7.7 shall in any way release the Contractor from any warranty or other obligations under this Contract.

7.8 Packaging and Labelling

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

The Kenya Power and Lighting Company Limited,

Tender Number.....Name of Tender

 Care Of The Supply Chain Manager, Procurement
 Nairobi, Kenya.

7.9 Delivery and Documents for Materials/ Equipment

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

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

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

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

7.10 Insurance

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

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

7.11 Payment

- 7.11.1 Payments shall be made promptly by KPLC and shall not be less than thirty (30) days from completion of satisfactory performance and submission of invoice together with other required and related documents or as otherwise prescribed in the contract.
- 7.11.2 Payment shall primarily be through KPLC's cheque or Real Time Gross Settlement (RTGS) or telegraphic transfer. Where applicable, a copy of a valid Performance Security, stamped, certified as authentic by KPLC, shall form part of the documents to be presented to KPLC before any payment is made.
- 7.11.3 A Contractor who requests for a Letter of Credit (*hereinafter abbreviated as LC*)-
- a) *Shall meet the LC bank charges levied by its bank while KPLC shall meet the LC bank charges levied by its bank.*
 - b) *Any extension and or amendment charges and any other costs that may result from the Contractor's delays, requests, mistakes or occasioned howsoever by the Contractor shall be to the Beneficiary's account.*
 - c) *The maximum number of extensions and amendments shall be limited to two (2).*
 - d) *Notwithstanding sub-clause 7.11.3 (a), should the Contractor require a confirmed LC, then all confirmation and any other related charges levied by both the Contractor's and KPLC's bank shall be to the Beneficiary's account.*
 - e) *The LC shall be opened only for the specific Order within the validity period of the contract.*
 - f) *LCs shall be partial for partial performance or full for whole performance as per the contract.*
 - g) *The Contractor shall be required to submit a proforma invoice for each lot*

for use in the placement of order and opening of the LC. The proforma invoice shall be on total all-inclusive costs basis.
 - h) *A copy of the Performance Security, stamped and certified as authentic by KPLC, whose expiry date should not be less than sixty (60) days from the LC expiry date, shall form*

part of the documents to be presented to the Bank before any payment is effected.

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

7.12 Interest

Interest payment by KPLC is inapplicable in the contract.

7.13 Prices

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

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

7.14 Variation of Contract

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

- a) the quantity variation for goods and services shall not exceed ten percent (10%) of the original contract quantity.*
- b) the quantity variation must be executed within the period of the contract.*

7.15 Assignment

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

7.16 Subcontracts

7.16.1 The Contractor shall notify KPLC in writing of all subcontracts awards under this contract if not already specified in the tender. Such notification, in the original tender or obligation under the Contract shall not relieve the Contractor from any liability or obligation under the Contract.

7.16.2 In the event that an award is given and the contract is sub-contracted, the responsibility and onus over the contract shall rest on the Contractor who was awarded.

7.17 Termination of Contract

7.17.1 KPLC may, without prejudice to any other remedy for breach of contract, by written notice sent to the Contractor, terminate this contract in whole or in part due to any of the following: -

- a) *if the Contractor fails to perform any or all of the services within the period(s) specified in the contract, or within any extension thereof granted by KPLC.*
- b) *if the Contractor fails to perform any other obligation(s) under the contract.*
- c) *if the Contractor, in the judgment of KPLC has engaged in corrupt or fraudulent practices in competing for or in executing the contract.*
- d) *by an act of force majeure.*
- e) *if the Contractor becomes insolvent or bankrupt*
- f) *if the Contractor has a receiving order issued against it, compounds with its creditors, or an order is made for its winding up (except for the purposes of its amalgamation or reconstruction), or a receiver is appointed over its or any part of its undertaking or assets, or if the Contractor suffers any other analogous action in consequence of debt.*
- g) *if the Contractor abandons or repudiates the Contract.*

7.17.2 In the event that KPLC terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not rendered, and the Contractor shall be liable to KPLC for any excess costs for such similar services and or any other loss PROVIDED that the Contractor shall not be so liable where the termination is for convenience of KPLC.

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

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

7.18 Liquidated Damages

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

7.19 Warranty

7.19.1 Where applicable, the Contractor warrants that the Services provided under the contract are of the highest quality or current specification and incorporate all recent improvements unless provided otherwise in the contract. The Contractor further warrants that any materials/ equipment provided under this contract shall have no defect arising from manufacture, materials or workmanship or from any act or omission of the Contractor that may develop under normal use of the materials/ equipment provided under the conditions obtaining in Kenya.

7.19.2 This Warranty will remain valid for one (1) year after the services, or any part thereof as the case may be, have been performed as indicated in the contract.

7.19.3 KPLC shall promptly notify the Contractor in writing of any claims arising under this Warranty.

7.19.4 Upon receipt of such a notice, the Contractor shall, with all reasonable speed, remedy the defective services without cost to KPLC.

7.19.5 If the Contractor having been notified, fails to remedy the defect(s) within a reasonable period, KPLC may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which KPLC may have against the Contractor under the contract.

7.20 Resolution of Disputes

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

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

7.21 Language and Law

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

7.22 Waiver

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

7.23 Force Majeure

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

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

7.23.2 Notwithstanding the provisions of the contract, neither party shall be considered to be in default or in breach of its obligations under the Contract to the extent that performance of

such obligations is prevented by any circumstances of *force majeure* which arise after the contract is entered into by the parties.

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

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

7.23.5 If the Contractor incurs additional costs in complying with KPLC's directions under sub clause 7.23.4, then notwithstanding the provisions of the contract, the amount thereof shall be agreed upon with KPLC and added to the contract price.

7.23.6 If circumstances of *force majeure* have occurred and shall continue for a period of twenty one (21) days then, notwithstanding that the Contractor may by reason thereof have been granted an extension of time for performance of the contract, either party shall be entitled to serve upon the other seven (7) days' notice to terminate the contract. If at the expiry of the period of twenty-eight (28) days, *force majeure* shall still continue, the contract shall terminate.

SECTION VIII - SPECIAL CONDITIONS OF CONTRACT

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

No .	GCC Reference Clause	Particulars of SCC
1.	7.6 Performance Security	<i>Not applicable</i>
2.	7.8 Packaging and Labelling	<i>Not applicable</i>
3.	7.11.1 Terms of Payment	<i>The Contractor's proposed payment schedule in its Tender based on the timing of submission of Reports as discussed and agreed upon with KPLC shall be adopted as the Terms of Payment.</i>
4.	7.19 Warranty	<i>Not applicable</i>
5.	Add clause 7.24 Professional Indemnity Cover	<p>7.24.1 The Contractor shall furnish, as part of the Contract, a Professional Indemnity Cover (the Cover) for the minimum amount of Kenya Shillings 1 Million.</p> <p>7.24.2 The proceeds of the Cover shall be payable to KPLC as compensation for any loss resulting from the Contractor's failure to comply with its obligations in accordance with the contract without KPLC being required to demonstrate the loss it has suffered.</p>

		<p>7.24.3 The Cover shall be denominated in Kenya Shillings. It shall be issued by either a commercial bank licensed by the Central Bank of Kenya or an insurance company licensed by the IRA, or both bank and insurance company. In both cases, the bank and the insurance company must be located in Kenya.</p> <p>7.24.4 The Contractor may renew the Cover every year upon its expiry provided that the renewed Cover shall be submitted not less than one calendar month prior to the expiry of the subsisting Cover.</p> <p>7.24.5 KPLC shall seek authentication of the Cover from the issuing bank or insurance company. It is the responsibility of the Contractor to sensitize its issuing bank or insurance company 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 or insurance company within this period, such Contractor's Cover may be deemed as invalid and the contract terminated.</p> <p>7.24.6 Notwithstanding paragraph 7.24.4, the Contractor shall be required to ensure that the Cover is valid at all times during the period of contract validity and further is at least in the minimum amount as that prescribed above.</p>
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SECTION IX - TENDER FORM

Date:

TENDER NO.

KP1/9AA-2/PT/08/HRA/14-15

To:

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

Ladies and Gentlemen,

1. Having read, examined and understood the Tender Document including all Addenda, the receipt of which is hereby duly acknowledged, we, the undersigned Tenderer, offer to perform, deliver, install and commission (*the latter two where applicable*) (*insert services description*) in accordance and conformity with the said tender document and in particular the Schedule of Prices that are made part of this Tender.
2. We undertake, if our Tender is accepted, to perform and provide the services in accordance with the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to ten percent (10%) of the contract price for the due performance of the contract, in the form(s) prescribed by The Kenya Power & Lighting Company Limited.
4. We agree to abide by this Tender for a period of.....days **(Tenderer please indicate validity of your Tender)** from the date fixed for tender opening as per the Tender Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall not constitute a contract, between us.

The contract shall be formed between us when both parties duly sign the written contract.

6. We understand that you are not bound to accept any Tender you may receive.

Yours sincerely,

Name of Tenderer

Signature of duly authorised person signing the Tender

Name and Capacity of duly authorised person signing the Tender

Stamp or Seal of Tenderer

***NOTES:**

1. KPLC requires a validity period of at least ninety (90) days.
2. This form must be duly signed, stamped and/or sealed.

.....
.....
.....

Part 2 (a) Sole Proprietor

Your name in full
 NationalityCountry of origin
 *Citizenship details.....

Part 2 (b) Partnership

Give details of partners as follows: -

Names	Nationality	*Citizenship Details	Shares
1.....			
2.....			
3.....			
4.....			
5.....			

Part 2 (c) Registered Company

Private or Public

State the nominal and issued capital of company-

Nominal KSh.....

Issued KSh.....

Give details of all directors as follows

Name	Nationality	*Citizenship Details	Shares
1.....			
2.....			
3.....			
4.....			

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

Capacity of the duly authorized person.....

Signature of the duly authorized person.....

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

1. *The address and contact person of the Tenderer provided above shall at all times be used for purposes of this tender.*
2. *The details on this Form are essential and compulsory for all Tenderers. **Failure to provide all the information requested shall lead to the Tenderer's disqualification.***
3. *For foreign Tenderers please give the details of nominal and issued share capital in the currency of the country of origin of the Tenderer.*

-

SECTION XVIII - DECLARATION FORM

Date _____

To:

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

Ladies and Gentlemen,

The Tenderer i.e. (full name and complete physical and postal address)____
_____ declares the following:

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

Yours sincerely,

Name of Tenderer

Signature of duly authorised person signing the Tender

Name and Capacity of duly authorised person signing the Tender

Stamp or Seal of Tenderer

SECTION XIX - DRAFT LETTER OF NOTIFICATION OF AWARD

To:

(Name and full address of the Successful Tenderer).....

Dear Sirs/ Madams,

RE: NOTIFICATION OF AWARD OF TENDER NO. KP1/9AA-2/PT/08/HRA/14-15

We refer to your Tender dated..... and are pleased to inform you that following evaluation, your Tender has been accepted as follows: -

.....
.....

This notification does not constitute a contract. The formal Contract Agreement, which is enclosed herewith shall be entered into upon expiry of fourteen (14) days from the date hereof but not later than thirty (30) days after expiry of tender validity pursuant to the provisions of the Public Procurement and Disposal Act, 2005 *(or as may be amended from time to time, or replaced)*.

Kindly sign, and seal the Contract Agreement. Further, initial and stamp on all pages of the documents forming the Contract that are forwarded to you with this letter. Thereafter return the signed and sealed Contract together with the documents to us within fourteen (14) days of the date hereof for our further action.

We take this opportunity to remind you to again note and strictly comply with the provisions as regards the Tender Security, Signing of Contract and Performance Security as stated in the Instructions to Tenderers.

We look forward to a cordial and mutually beneficial business relationship.

Yours faithfully,

FOR: THE KENYA POWER & LIGHTING COMPANY LIMITED

GENERAL MANAGER, SUPPLY CHAIN

Enclosures

SECTION XX - DRAFT LETTER OF NOTIFICATION OF REGRET

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

Date:

Dear Sirs/ Madams,

**RE:NOTIFICATION OF REGRET IN RESPECT OF TENDER
NO.KP1/9AA-2/PT/08/HRA/14-15**

We refer to your Tender dated..... and regret to inform you that following evaluation, your Tender is unsuccessful. It is therefore not accepted. The brief reasons are as follows:-

- 1.
- 2.
- 3. etc...

The successful bidder was _____.

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

You may collect the tender security from our *Legal Department (Guarantees Section), on the 2nd Floor, Stima Plaza, Kolobot Road, Parklands, Nairobi* only after expiry of twenty five (25) days from the date hereof. It is expected that by that time KPLC and the successful bidder will have entered into a contract pursuant to the Public Procurement and Disposal Act, 2005 *(or as may be amended from time to time or replaced)*. When collecting the Security, you will be required to produce the original of this letter.

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

Yours faithfully,

FOR: THE KENYA POWER & LIGHTING COMPANY LIMITED**GENERAL MANAGER, SUPPLY CHAIN.****SECTION XXI - CONTRACT AGREEMENT FORM**

THIS AGREEMENT made this.....day of.....**20....**
BETWEEN THE KENYA POWER & LIGHTING COMPANY LIMITED, a limited liability company duly incorporated under the Companies Act, Chapter 486 of the Laws of Kenya, with its registered office situated at Stima Plaza, Kolobot Road, Parklands, Nairobi in the Republic of Kenya and of Post Office Box Number 30099-00100, Nairobi in the Republic aforesaid (*hereinafter referred to as the "KPLC"*) of the one part,

AND

..... (**Contractor's full name and principal place of business**) a duly registered entity according to the laws of..
 (**state country**) and of Post Office Box Number.....(**full address physical and postal of Contractor**) in the Republic aforesaid, (*hereinafter referred to as the "Contractor"*) of the other part;

WHEREAS KPLC invited tenders for certain services, that is to say for Tax advisory services under Tender Number **KP1/9AA-2/PT/08/HRA/14-15**

AND WHEREAS KPLC has accepted the Tender by the Contractor for the services in the sum of(**KPLC specify the total amount in words which should include any payable taxes, duties and insurance where applicable e.g. Value Added Tax**) (*hereinafter called "the Contract Price"*).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract and the Tender Document.
2. Unless the context or express provision otherwise requires: -

- a) reference to “this Agreement” includes its recitals, any schedules and documents mentioned hereunder and any reference to this Agreement or to any other document includes a reference to the other document as varied supplemented and or replaced in any manner from time to time.
 - b) any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made thereunder.
 - c) words importing the masculine gender only, include the feminine gender

or (as the case may be) the neutral gender.
 - d) words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the “Contractor” or “the Consultant” or “the Consulting firm” or “the Successful Tenderer” the covenants, agreements obligations expressed to be made or performed by the Contractor shall be deemed to be made or performed by such persons jointly and severally.
 - e) where there are two or more persons included in the expression the “Contractor” or “the Consultant” or “the Consulting firm” or “the Successful Tenderer” any act default or omission by the Contractor or the Consultant or the Consulting firm or the Successful Tenderer shall be deemed to be an act default or omission by any one or more of such persons.
3. In consideration of the payment to be made by KPLC to the Contractor as hereinbefore mentioned, the Contractor hereby covenants with KPLC to perform and provide the services and remedy any defects thereon in conformity in all respects with the provisions of the Contract.
4. KPLC hereby covenants to pay the Contractor in consideration of the proper performance and provision of the services and the

remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. The following documents shall constitute the Contract between KPLC and the Contractor and each shall be read and construed as an integral part of the Contract: -
 - a) this Contract Agreement
 - b) the Special Conditions of Contract as per the Tender Document
 - c) the General Conditions of Contract as per the Tender Document
 - d) the Price Schedules submitted by the Contractor and agreed upon with KPLC.
 - e) the Methodology, Work Plans, Time Schedules for Professional Personnel submitted and agreed upon by both KPLC and the Contractor
 - f) Team Composition and Task Assignment agreed upon by KPLC and the Contractor.
 - g) the Terms of payment agreed upon by KPLC and the Contractor
 - h) the Professional Indemnity Cover
 - i) KPLC's Notification of Award dated.....**
 - j) the Tender Form signed by the Contractor
 - k) the Declaration Form signed by the Contractor/ successful Tenderer

6. In the event of any ambiguity or conflict between the contract documents listed above, the order of precedence shall be the order in which the contract documents are listed in 5 above except where otherwise mutually agreed in writing.

7. The Commencement Date shall be the working day immediately following the fulfillment of all the following: -
 - a) Execution of this Contract Agreement by KPLC and the Contractor.
 - b) Conclusion and signed agreement by the parties on the agreed Work and Action Plans.

8. The period of contract validity shall begin from the Commencement date and end on either -
 - a) sixty (60) days after the last date of the agreed performance schedule, or,
 - b) where a Letter of Credit is adopted as a method of payment, sixty (60) days after the expiry date of the Letter of Credit or the expiry date of the last of any such opened Letter of Credit whichever is later.
9. Any amendment, change, addition, deletion or variation howsoever to this Contract shall only be valid and effective where expressed in writing and signed by both parties.
10. No failure or delay to exercise any power, right or remedy by KPLC shall operate as a waiver of that right, power or remedy and no single or partial exercise of any other right, power or remedy.
11. Notwithstanding proper completion of performance or parts thereof, all the provisions of this Contract shall continue in full force and effect to the extent that any of them remain to be implemented or performed unless otherwise expressly agreed upon by both parties.
12. Any notice required to be given in writing to any Party herein shall be deemed to have been sufficiently served, if where delivered personally, one day after such delivery; notices by electronic mail and facsimile shall be deemed to be served one day after the date of such transmission and delivery respectively, notices sent by post shall be deemed served seven (7) days after posting by registered post (*and proof of posting shall be proof of service*), notices sent by courier shall be deemed served two (2) days after such receipt by the courier service for Local Suppliers and five (5) days for Foreign Suppliers.
13. For the purposes of Notices, the address of KPLC shall be Company Secretary, The Kenya Power & Lighting Company Limited, 7th Floor, Stima Plaza, Kolobot Road, Post Office Box

Number 30099-00100, Nairobi, Kenya, Facsimile + 254-20-3750240/ 3514485. The address for the Contractor shall be the Contractor's address as stated by it in the Confidential Business Questionnaire provided in the Tender Document.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya the day and year first above written.

SIGNED for and on behalf
of **KPLC**

GENERAL MANAGER CORPORATE AFFAIRS & COMPANY SECRETARY

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

DIRECTOR

Affix Contractor's Seal here

DIRECTOR'S FULL NAMES

and in the presence of:-

DIRECTOR/ COMPANY SECRETARY

DIRECTOR/ COMPANY SECRETARY'S FULL NAMES

DRAWN BY: -

Beatrice Meso

Advocate,

C/o The Kenya Power & Lighting Company Limited,

7th Floor, Stima Plaza,

Kolobot Road, Parklands,

Post Office Box Number 30099-00100,

NAIROBI, KENYA,

Telephones: + 254-20-3201000/ 731

Facsimile: + 254-20-3514485/ 3750240

SECTION XXII - THE DETAILS OF SERVICES

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

GENERAL REQUIREMENTS

1. Technical documentation shall be in English language. The specific services on offer shall be marked clearly for the services they intend to provide.
2. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data including calculation sheets, detailed drawings and certified test reports. KPLC reserves the right to reject the services if such deviations shall be found critical to the use and operation of the services.
3. The Contractor shall submit a Commentary on the Details of Service as well as Commentary of Compliance to the Details of Service. In submitting the Commentaries the Contractors and or Manufacturers/ Principals should provide cross-references to the documents submitted.
4. The Commentaries shall be in table form, and shall cover in detail, all clauses of the Detail(s).
5. Detailed contact information including title, e-mail, facsimile, telephone or any other form of acceptable communication of the certification or recognition and standards body used shall be provided.
6. Where Certificates and their Reports and are translated into English, all pages of the translations must be signed and stamped by the certifying authority.
7. The Manufacturer's/ Principal's Declaration of Conformity to reference standards and copies of quality management

certifications including valid and current ISO certifications shall be submitted for evaluation.

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

SPECIFIC DETAILS OF SERVICE

The Kenya Power & Lighting Company Limited intends to procure the services of an organization - To offer Tax Advisory services as per the following specific details;

1. Objectives of the Assignment to be Achieved by the Successful Tenderer

- a) Carry out a OSHA Medical examinations required by KPLC in its operations over the next three year period.
- b) Assist KPLC in properly implementing its OSHA compliance.
- c) Recommend action on any noncompliance of OSHA
- d) Ensure availability of resource persons for specific or general consultations on OSHA related matters at all times.
- e) Representation and provision of informed responses to queries from the Directorate of Occupational Safety and Health Services and other institutions on OSHA related matters.

2. Scope of Consultancy. It includes but is not limited to -

- a) Reviewing existing KPLC procedures, transactions and events with respect to OSHA and recommend changes beneficial to KPLC.
- b) General consultancies on OSHA matters i.e.
 - (i.) Provision of expert advice on specific transactions and events including projects
 - (ii.) Representing KPLC in OSHA matters with the Ministry of Labour

3. Professionalism and experience

The Consultant should be a firm with substantial relevant experience and who can be able to offer Advisory services in the management of effective preventive and protective measures to hazards so as to avert occupational disease and injury.

- i)The Successful bidder firm shall at all times during the period of the engagement conduct itself in a manner suited to the best interests of The Kenya Power & Lighting Company Ltd.
- ii)The Consultant should demonstrate the capability of providing services to KPLC employees.
- iii)The successful bidder should have good credentials in handling relevant examinations. (This will be an added advantage)
- iv)The Consultant should have acted in similar roles within the last five years.

3. Reports and Time Schedules

It is expected that the winning bidder will enter into discussion and agreement with KPLC on the approach and action plans to realize the basic objective of the appointment.

4. Deliverables

- a) An appropriate report specifying each case of compliance/non-compliance and the necessary remedy as per prescribed format.
- b) Responses to the DOSHS on issues raised (where applicable)

END