



# Kenya Power

**TENDER NO. KP1/9A.2/OT/033/LS/20-21**

**FOR GOVERNANCE AUDIT SERVICES.**

JUNE 2021

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

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**TABLE OF CONTENTS**

<i>SECTION</i>	<i>CONTENTS</i>	<i>PAGE NO.</i>
SECTION I	INVITATION TO TENDER.....	4
SECTION II	TENDER SUBMISSION CHECKLIST.....	5
SECTION III	INSTRUCTIONS TO TENDERERS (ITT).....	8
SECTION IV	SCHEDULE OF REQUIREMENTS.....	26
SECTION V	PRICE SCHEDULE FOR SERVICES.....	27
SECTION VI	EVALUATION CRITERIA.....	28
SECTION VII	GENERAL CONDITIONS OF CONTRACT (GCC).....	34
SECTION VIII	SPECIAL CONDITIONS OF CONTRACT (SCC).....	43
SECTION IX	TENDER FORM.....	44
SECTION X	CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM (CBQ).....	46
SECTION XI	TENDERER'S REFERENCES.....	48
SECTION XII	TENDERER'S COMMENTARIES.....	49
SECTION XIII	METHODOLOGY & WORKPLAN AND ORGANIZATION & STAFFING.....	50
SECTION XIV	FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED TEAM MEMBERS.....	53
SECTION XV	TIME SCHEDULE FOR PROFESSIONAL PERSONNEL.....	54
SECTION XVI	ACTIVITY WORK SCHEDULE.....	55
SECTION XVII	DECLARATION FORM.....	56
SECTION XVI	DRAFT LETTER OF NOTIFICATION OF AWARD.....	57
	<i>PROVISION OF GOVERNANCE AUDIT SERVICES</i>	

SECTION XVII DRAFT LETTER OF NOTIFICATION OF REGRET.....58

SECTION XVIII SERVICE AGREEMENT FORM.....59

SECTION XX THE DETAILS OF SERVICES.....63

**SECTION I - INVITATION TO TENDER****DATE: JUNE 2021****TENDER NO. KP1/9A.2/OT/033/LS/20-21FOR GOVERNANCE AUDIT SERVICES**

- 1.1 The Kenya Power & Lighting Company PLC hereinafter referred to as KPLC invites bids from eligible Tenderers for Provision of Governance Audit Services. Tenderers may obtain further information from the General Manager, Supply Chain, KPLC at Stima Plaza, 3<sup>rd</sup> Floor, Kolobot Road, P.O. Box 30099 – 00100 Nairobi, Kenya.
- 1.2 **Obtaining tender documents**
  - 1.2.1 Tender documents detailing the requirements shall be obtained from the KPLC E- Procurement Portal.
- 1.3 **Submission of Tender documents**

Completed Tenders are to be submitted in electronic format on the KPLC's E-procurement portal on the due date and time published on the portal. Tenderers are required to visit the portal from time to time for revised closing dates and addendums. The Tender is to be submitted **ONLINE** on or before the submission date and time indicated on the **KPLC tendering portal**.
- 1.4 The tender will be opened immediately thereafter in the presence of the Tenderers or their representatives who may choose to attending the opening on **6<sup>th</sup> July, 2021 at 11.00 a.m.** (East African Time) at Stima Plaza, 3rd Floor, Supply Chain Meeting Room.
- 1.5 **Prices**

Prices quoted should be inclusive of all taxes and delivery costs to the required site (where applicable) and must be in Kenya Shillings and shall remain valid for One Hundred and Eighty (180) days from the closing date of the tender.

*Please note that prices indicated on the KPLC tendering portal should be exclusive of VAT. Also note that these are the prices to be read out during tender opening hence should be duly filled.*
- 1.6 **Pre-bid meeting**

There will be no pre-bid meeting.

## **SECTION II - TENDER SUBMISSION CHECKLIST**

### **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.

<b>No.</b>	<b>Item</b>	<b>Tick Where Provided</b>
1	Submission of copy of a valid Professional Indemnity Cover of at least Ksh. 10,000,000/=	
	Declaration Form	
2	Duly completed Tender Form	
3	Copy of Company or Firm's Registration Certificate/Certificate of Incorporation, Partnership Deed	
4	Copy of PIN Certificate	
5	Copy of Valid Tax Compliance Certificate	
6	Confidential Business Questionnaire (CBQ)	
7	Firm Profile	
8	CVs of all Team Members including Team Leader	
9	Academic and Professional certificates of all Team Members including Team Leader	
10	Names with full contact as well as physical addresses of previous services rendered.	
11	Reference letters from the clients where similar services have been conducted.	
12	Complete Schedule of Requirements	
13	Complete Price Schedules	
14	Audited Financial Statements of the Tenderer. The audited financial statements required must be those that are reported within eighteen (18) calendar months of the Date of the Tender Document.	
15	Any other document or item required by the Tender Document that is non-financial. <i>(The Tenderer shall specify such other documents or items it has submitted)</i>	

### **\*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).

## ABBREVIATIONS AND ACRONYMS

1.	CLE	Council of Legal Education
2.	CMA	Capital Markets Authority
3.	CS (K)	Certified Secretary of Kenya
4.	GCA	General Conditions of Appointment
5.	ICPAK	Institute of Certified Public Accountants of Kenya
6.	ICS	Institute of Certified Secretaries
7.	ITT	Instructions to Tenderers
8.	KRA	Kenya Revenue Authority
9.	KSh. / KES	Kenya Shillings
10.	KSL	Kenya School of Law
11.	LSK	Law Society of Kenya
12.	NSE	Nairobi Securities Exchange
13.	ODPP	Office of the Director of Public Prosecutions
14.	PPADA	Public Procurement and Asset Disposal Act, 2015
15.	PPRA	Public Procurement Regulatory Authority
16.	SA	Service Agreement
17.	PPARB	Public Procurement Administrative Review Board
18.	VAT	Value Added Tax

**TABLE OF PARAGRAPHS ON INSTRUCTIONS TO TENDERERS**

<b>Paragraph No.</b>	<b>Headings</b>	<b>Page No.</b>
3.1	Definitions.....	8
3.2	Eligible Tenderers.....	9
3.3	Joint Venture .....	10
3.4	Cost of Tendering .....	11
3.5	Contents of the Tender Document.....	11
3.6	Clarification of Documents.....	11
3.7	Amendment of Documents.....	12
3.8	Language of Tender.....	12
3.9	Documents Comprising the Tender.....	12
3.10	Tender Form.....	12
3.11	Tender Prices .....	13
3.12	Tender Currencies.....	13
3.13	Tenderer’s Eligibility and Qualifications.....	13
3.14	Conformity of Services to Tender Documents.....	14
3.15	Demonstration(s), Inspections and Tests.....	14
3.16	Warranty.....	15
3.17	Tender Security.....	15
3.18	Validity of Tenders .....	16
3.19	Alternative Offers.....	16
3.20	Preparation and Signing of the Tender.....	16
3.21	Deadline for Submission of Tender.....	17
3.22	Modification and Withdrawal of Tenders.....	17
3.23	Opening of Tenders.....	17
3.24	Process To Be Confidential.....	18
3.25	Clarification of Tenders and Contacting KPLC.....	18
3.26	Preliminary Evaluation and Responsiveness.....	18
3.27	Minor Deviations, Errors or Oversights.....	19
3.28	Technical Evaluation and Comparison of Tenders.....	19
3.29	Financial Evaluation.....	19
3.30	Preferences.....	20
3.31	Debarment of a Tenderer.....	20
3.32	Confirmation of Qualification for Award.....	20
3.33	Award of Contract.....	20
3.34	Termination of Procurement Proceedings.....	21
3.35	Notification of Award.....	21
3.36	Signing of Contract .....	21
3.37	Performance Security .....	21
3.38	Corrupt or Fraudulent Practices.....	22

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

**3.1 Definitions**

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

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



- n) *Citizen contractors-means a person/firm wholly owned and controlled by person(s) who are citizens of Kenya.*
- o) *Local contractors- a firm shall be qualified as a local contractor if it is registered in Kenya.*

### **3.2 Eligible Tenderers**

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

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

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

Successful Tenderers shall provide the services in accordance with this tender and the ensuing contract.

3.2.2 Collusion or Agreements between eligible tenderers to directly or indirectly fix prices or any other trading conditions is prohibited. Where this is discovered, the tenderers involved will not be eligible for award and shall be disqualified.

3.2.3 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 Public/State Officer of the Government of the Republic of Kenya (GoK).
- c) Any member of a Board or Committee or any department of GoK.
- d) Any person appointed to any position by the President of Kenya.
- e) Any person appointed to any position by any Cabinet Secretary of GoK.
- f) Any tenderer submitting false, inaccurate or incomplete information about their qualifications.

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

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

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

- 3.2.6 For the purposes of this paragraph, any relative i.e. spouse(s) and child(ren) of any person mentioned in sub-paragraph 3.2.3 is also ineligible to participate in the tender. In addition, a Cabinet Secretary shall include the President, Deputy President or the Attorney General of GoK.
- 3.2.7 Tenderers shall provide the qualification information statement that the Tenderer (including subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by KPLC to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation to Tender.
- 3.2.8 Tenderers shall not be under declarations as prescribed at Section XIII.
- 3.2.9 Tenderers who are not under these declarations shall complete the Declaration Form strictly in the form and content as prescribed at Section XIII.
- 3.2.10 Those that are under the Declaration as prescribed at Section XIII whether currently or in the past shall not complete the Form. They will submit a suitable Form giving details, the nature and present status of their circumstances.

### **3.3 Joint Venture**

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

### 3.4 Cost of Tendering

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

### 3.5 Contents of the Tender Document

- 3.5.1 The Tender Document comprises the documents listed below and Addendum (where applicable) issued in accordance with paragraph 3.7 of these Instructions to Tenderers: -

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

- 3.5.2 The Tenderer is expected to examine all instructions, forms, provisions, terms and specifications in the Tender Document. Failure to furnish all information required by the Tender Document or to submit a tender not substantially responsive to the Tender Document in every respect will be at the Tenderer's risk and may result in the rejection of its Tender.

- 3.5.3 All recipients of the documents for the proposed Contract for the purpose of submitting a tender (*whether they submit a tender or not*) shall treat the details of the documents as "Private and Confidential".

### 3.6 Clarification of Documents

A prospective Tenderer requiring any clarification of the Tender Document may notify the General Manager Supply Chain in writing and ensure receipt is acknowledged at KPLC's Physical address indicated on the Tender Document. KPLC will respond in writing to any request for clarification of the Tender documents, which it receives not later than seven (7)

days prior to the deadline for the submission of Tenders, prescribed by KPLC. Written copies of KPLC's response (*including an explanation of the query but without identifying the source of inquiry*) will be published and accessible to all prospective Tenderers on the KPLC's tendering portal.

### **3.7 Amendment of Documents**

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

### **3.8 Language of Tender**

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

### **3.9 Documents Comprising the Tender**

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

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

### **3.10 Tender Form**

The Tenderer shall complete and sign the Tender Form and all other documents furnished in the Tender Document, indicating the services to be performed, a brief description of the services, quantity (where applicable), and prices amongst other information required.

### **3.11 Tender Prices**

- 3.11.1 The Tenderer shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total tender price of the services it proposes to provide under the contract.
- 3.11.2 Prices indicated on the Price Schedule shall be of all costs for the services including insurances, duties, Value Added Tax (V.A.T) and other taxes payable. No other basis shall be accepted for evaluation, award or otherwise.
- 3.11.3 Section 20 of the Insurance Act Cap 487 requires all imports to the country to be insured with a local insurance company. It is now mandatory for all marine cargo imports to adhere to this requirement.
- 3.11.4 Tender prices to be submitted (quoted) by the Tenderer shall remain fixed for the contract duration.
- 3.11.5 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, but for services rendered by Overseas suppliers Tenderer from outside Kenya they may either 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.

### **3.13 Tenderer's Eligibility and Qualifications**

- 3.13.1 Pursuant to paragraph 3.2, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the contract if its Tender is accepted.
- 3.13.2 The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall be established to KPLC's satisfaction –
  - a) *that, in the case of a Tenderer offering to perform the services under the contract which the Tenderer is not the Principal, the Tenderer has been duly authorized by the Manufacturer, Principal or Producer to provide the services. The authorization shall strictly be in the form and content as prescribed in the Manufacturer's or Principal's Authorization Form in the Tender Document*
  - b) *that the Tenderer has the financial capability necessary to perform the contract. The Tenderer shall be required to provide the documents as specified in the Appendix to Instructions to Tenderers including a current Tax Compliance Certificate issued by the relevant tax authorities.*

- c) *that the Tenderer has the technical and production capability necessary to perform the contract.*
- d) *that, in the case of a Tenderer not doing business within Kenya, the Tenderer is or will be (if awarded the contract) represented by an agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, spare parts and stocking obligations prescribed in the Conditions of Contract and or in the Details of Service.*
- e) *that the Tenderer is duly registered and is a current member of a recognized body or institution accredited and or pertaining to that service.*

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

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

### **3.14 Conformity of Services to Tender Documents**

3.14.1 The Tenderer shall furnish, as part of its tender, documents establishing the conformity to the Tender Document of all services that the Tenderer proposes to perform under the contract.

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

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

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

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

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

3.15.2 KPLC or its representative(s) shall have the right to inspect/ test the Tenderer's capacity, equipment, premises, and to confirm their conformity to the tender requirements. This shall

include the quality management system. KPLC's representative(s) retained for these purposes shall provide appropriate identification at the time of such inspection/ test.

- 3.15.3 KPLC shall meet its own costs of the inspection/ test. Where conducted on the premises of the Tenderer(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KPLC.
- 3.15.4 Demonstration, Inspection/ Test Report(s) shall be completed upon conclusion of the inspection/ tests. This Report will be considered at time of evaluation and or award.

### **3.16 Warranty**

- 3.16.1 Where required in the Tender, all Tenderers must also provide a Warranty that services to be rendered in the Tenderer's bid have no defect arising from manufacture, materials or workmanship or from any act or omission of the Tenderer that may develop under normal use or application of the services under the conditions obtaining in Kenya.
- 3.16.2 This warranty will remain valid for the period indicated in the special conditions of contract after the services, or any portion thereof as the case may be, have been rendered.

### **3.17 Tender Security**

- 3.17.1 The Tenderer shall furnish, as part of its Tender, a tender security for the amount specified in the Appendix to Instructions to Tenderers. The Original Tender Security, in a clearly labelled envelope with tender number and name, shall be deposited in the Tender Security Box on 3<sup>rd</sup> Floor, Procurement entrance on or before the opening date and time.
- 3.17.2 The tender security shall be either one or a combination of the following:-
- a) an original Bank Guarantee that is strictly in the form and content as prescribed in the Tender Security Form (Bank Guarantee) in the Tender Document.
  - b) For Local bidders, Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC shall be prepaid/borne by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.
  - c) For Foreign bidders, Standby Letters of Credit (LC) confirmed by a bank in Kenya. All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid/borne by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.
  - d) An original Guarantee by a deposit taking Microfinance Institution, Sacco Society, Youth Enterprise Development Fund or the Women Enterprise Fund, that is strictly in the form and content as prescribed in the Tender Security Form
- 3.17.3 The tender security is required to protect KPLC against the risk of the Tenderer's conduct which would warrant the security's forfeiture pursuant to paragraph 3.17.10.
- 3.17.4 The Tender Security shall be denominated in Kenya Shillings or in another freely convertible currency in Kenya. A Tender Security in form of a Bank Guarantee or a Standby Letter of Credit issued on behalf of local bidders, should be from a commercial bank licensed by the Central Bank of Kenya. A Tender Security in form of a Standby Letter of Credit issued on

behalf of foreign bidders by foreign banks, should be confirmed by a commercial bank licensed by the Central Bank of Kenya.

- 3.17.5 The Tender Security shall be valid for thirty (30) days beyond the validity of the tender.
- 3.17.6 KPLC shall seek authentication of the Tender Security from the issuing bank. It is the responsibility of the Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed five (5) days from the date of KPLC's query. Should there be no conclusive response by the bank within this period, such Tenderer's Tender Security may be deemed as invalid and the bid rejected.
- 3.17.7 Any Tender not secured in accordance with this paragraph will be rejected by KPLC as non-responsive, pursuant to paragraph 3.28.
- 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.*
- 3.17.9 The successful Tenderer's Tender Security will be released upon the successful Tenderer's signing the contract, pursuant to paragraph 3.39 and furnishing an authentic Performance Security, pursuant to paragraph 3.40.
- 3.17.10 The Tender Security shall be forfeited –
- a) *if the Tenderer withdraws its Tender after the deadline for submitting Tenders but before the expiry of the period during which the Tenders must remain valid*
  - b) *if the Tenderer fails to enter into a written contract in accordance with paragraph 3.39*
  - c) *if the successful Tenderer fails to furnish the performance security in accordance with paragraph 3.40*
  - d) *if the Tenderer fails to extend the validity of the tender security where KPLC has extended the tender validity period in accordance with paragraph 3.18.*

### **3.18 Validity of Tenders**

- 3.18.1 Tenders shall remain valid for One Hundred and Eighty (180) days after the date of tender opening as specified in the Invitation to Tender or as otherwise may be prescribed by KPLC, pursuant to paragraph 3.23. A Tender that is valid for a shorter period shall be rejected by KPLC as non-responsive.
- 3.18.2 In exceptional circumstances, KPLC may extend the Tender validity period. The extension shall be made in writing. The tender security provided under paragraph 3.17 shall also be extended. A Tenderer shall not be required nor permitted to modify its tender during the extended period

### **3.19 Alternative Offers**

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

### **3.20 Preparation and Signing of the Tender**

- 3.20.1 The Tender shall be typed or written in indelible ink. It shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the contract.



- 3.20.2 The authorization shall be indicated by a written Power of Attorney granted by the Tenderer to the authorized person before any of the following persons:-
- a) *For local Tenderers, a Commissioner of Oaths or a Notary Public or a Magistrate of the Kenyan Judiciary.*
  - b) *For foreign Tenderers, a Notary Public in the country of the Tenderer.*
- In either case above, the Power of Attorney shall accompany the Tender.
- 3.20.3 All pages of the Tender, including un-amended printed literature, shall be initialled by the person or persons signing the Tender and serially numbered.
- 3.20.4 The Tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialled by the person or persons signing the Tender.
- 3.20.5 KPLC will assume no responsibility whatsoever for the Tenderer's failure to comply with or observe the entire contents of this paragraph 3.20.
- 3.21.6 Any Tender not prepared and signed in accordance with this paragraph may be rejected by KPLC as non-responsive, pursuant to paragraph 3.20.

### **3.21 Deadline for Submission of Tenders**

- 3.21.1 Tenders must be received by KPLC by the date and time specified in KPLC's tendering portal in PDF form.
- 3.21.2 KPLC may, at its discretion, extend this deadline for submission of Tenders by amending the tender documents in accordance with paragraph 3.7, in which case all rights and obligations of KPLC and the Tenderer previously subject to the initial deadline, will therefore be subject to the deadline as extended.

### **3.22 Modification and Withdrawal of Tenders**

- 3.22.1 The Tenderer may modify or withdraw its Tender after it has submitted, provided that the modification, including substitution or withdrawal of the Tender is received by KPLC prior to the deadline prescribed for submission of tenders.
- 3.22.2 No Tender may be modified after the deadline for submission of Tenders.
- 3.22.3 No Tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period during which the Tender must remain valid except where KPLC extends the initial validity period. Any withdrawal of a Tender during this interval shall result in forfeiture of the Tenderer's Tender Security except where KPLC extends the initial validity period.

### **3.23 Opening of Tenders**

- 3.23.1 KPLC shall open all Tenders promptly at the date and time specified in the KPLC tendering portal and at the location specified in the Invitation to Tender or as may otherwise be indicated.
- 3.23.2 The Tenderer's names, tender modifications or withdrawals, the presence or absence of requisite Tender Security and such other details as KPLC, at its discretion, may consider appropriate, will be announced at the opening.

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

### **3.24 Process to be Confidential**

- 3.24.1 After the opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations arising there-from shall not be disclosed to a Tenderer or other person(s) not officially concerned with such process until conclusion of that process.
- 3.24.2 Conclusion of that process shall be deemed to have occurred, at the latest, by the date and time KPLC notifies the successful bidder(s). In any event, official disclosure by KPLC of any information upon conclusion of that process may only be to the unsuccessful bidders and may contain only the information permissible by law in summary form.
- 3.24.3 Any effort by a Tenderer to influence KPLC or any of its staff members in the process of examination, evaluation and comparison of tenders and information or decisions concerning the Tender may result in the disqualification of the Tenderer.

### **3.25 Clarification of Tenders and Contacting KPLC**

- 3.25.1 To assist in the examination, evaluation and comparison of Tenders KPLC may, at its discretion, ask the Tenderer for a clarification of its Tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Tender shall be sought, offered, or permitted.
- 3.25.2 The Tenderer is required to provide timely clarification or substantiation of the information that is essential for effective evaluation of its qualifications. It is the responsibility of the Tenderer to provide in writing the clarification or substantiation which should reach KPLC within five (5) days from the date of KPLC's query. Such writing may include by electronic mail or postal mail. Should there be no conclusive response within this period, it shall result in the Tenderer's disqualification.
- 3.25.3 Save as is provided in this paragraph and paragraph 3.24 above, no Tenderer shall contact KPLC on any matter related to its Tender, from the time of the tender opening to the time the successful Tenderer is announced..
- 3.25.4 Any effort by a Tenderer to influence KPLC in its decisions on tender evaluation, tender comparison, tender recommendation(s) or signing of Agreement may result in the disqualification of the Tenderer.

### **3.26 Preliminary Evaluation and Responsiveness**

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

### **3.27 Minor Deviations, Errors or Oversights**

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

### **3.28 Technical Evaluation and Comparison of Tenders**

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

### **3.29 Financial Evaluation**

- 3.29.1 The financial evaluation and comparison shall be as set out in the Summary of Evaluation Process. The comparison shall be
- a) of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the Services.
  - b) deviations in Payment Schedule from that specified in the Special Conditions of Contract

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

### **3.30 Preferences**

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

### **3.31 Debarment of a Tenderer**

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

### **3.32 Confirmation of Qualification for Award**

- 3.32.1 KPLC may confirm to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 3.32.2 The confirmation will take into account the Tenderer's financial, technical, and performance capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to paragraph 3.13 as well as confirmation of such other information as KPLC deems necessary and appropriate. This may include factory, office and other facilities inspection and audits.
- 3.32.3 An affirmative confirmation will be a prerequisite for award of the contract to the Tenderer. A negative confirmation will result in rejection of the Tenderer's Tender, in which event KPLC will proceed to the next lowest evaluated responsive tender to make a similar confirmation of that Tenderer's capabilities to perform satisfactorily.

### **3.33 Award of Contract**

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

### **3.34 Termination of Procurement Proceedings**

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

### **3.35 Notification of Award**

- 3.35.1 Prior to the expiration of the period of tender validity, KPLC shall notify the successful Tenderer in writing that its Tender has been accepted.
- 3.35.2 The notification of award shall not constitute the formation of the contract until one is finally signed by both parties.
- 3.35.3 Simultaneously, and without prejudice to the contents of paragraph 3.35, on issuance of Notification of Award to the successful Tenderer, KPLC shall notify each unsuccessful Tenderer.
- 3.35.4 A notification of the tender outcome does not reduce the validity period for any tender security whether the Tenderer is successful or not, except where such tender security is officially released to the Bank and/or the Tenderer and such Bank discharged of all its obligations by KPLC prior to the expiry of its stated validity period.

### **3.36 Signing of Contract**

- 3.36.1 At the same time as KPLC notifies the successful Tenderer that its Tender has been accepted, KPLC will send the Tenderer the Contract Agreement provided in the Tender Document together with any other necessary documents incorporating all agreements between the Parties.
- 3.36.2 Within fourteen (14) days of the date of notification of award, the successful Tenderer shall only sign the Contract Form and all the documents specified in that Form and return them to KPLC within that period of fourteen (14) days.
- 3.36.3 KPLC shall sign and date the Contract in the period between not earlier than fourteen (14) days from the date of notification of contract award. Further, KPLC shall not sign the contract until and unless the authentic performance security is received in accordance with paragraph 3.37.
- 3.36.4 Failure of the successful Tenderer to sign the Contract, the award shall be annulled and its tender security forfeited in which event KPLC shall notify the next lowest evaluated Tenderer that its Tender has been accepted.
- 3.36.5 Paragraph 3.35 together with the provisions of this paragraph 3.36 will apply with necessary modifications with respect to the Tenderer notified under sub-paragraph 3.35.4.

### **3.37 Performance Security**

- 3.37.1 Within fourteen (14) days of the date of notification of award from KPLC, the successful Tenderer shall furnish KPLC with a Performance Security which shall be either one or a combination of the following:
- a) an original Bank Guarantee that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document.
  - b) For Local bidders, Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC shall be prepaid/borne by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.
  - c) For Foreign bidders, Standby Letters of Credit (LC) confirmed by a bank in Kenya. All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid/borne by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.
- 3.37.2 The Performance Security shall be issued by a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya.
- 3.37.3 The Performance Security shall be the sum of ten percent (10%) of the contract value. It shall be in the currency of the contract price.
- 3.37.4 KPLC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the successful Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed three (3) days from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such successful Tenderer's Performance Security may be deemed as invalid.
- 3.37.5 Failure of the successful Tenderer to furnish an authentic Performance Security, the award shall be annulled and the Tender Security forfeited, in which event KPLC may notify the next lowest evaluated Tenderer that its Tender has been accepted.
- 3.37.6 Paragraph 3.38, 3.39 together with the provisions of this paragraph 3.37 will apply with necessary modifications, and as far as circumstances permit, with respect to the Tenderer notified under sub-paragraph 3.39.4.

### **3.38 Corrupt or Fraudulent Practices**

- 3.38.1 KPLC requires that Tenderers observe the highest standard of ethics during the procurement process and execution of contracts. When used in the present Regulations, the following terms are defined as follows: -
- a) *“Corrupt practice” means the offering, giving, receiving or soliciting of 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.*

- 3.38.2 KPLC will nullify its notification of award if it determines that the Tenderer recommended has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 3.38.3 Further, a Tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

### APPENDIX TO INSTRUCTIONS TO TENDERERS

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

No.	ITT Reference Clause	Particulars of Appendix
1.	<b>3.2.1 Eligible Tenderers</b>	<i>All Eligible tenders. The Governance Audit should be conducted by a member of the Institute of Certified Public Secretaries (ICPSK) and accredited for that purpose.</i>
2.	<b>3.7 Clarification of Documents</b>	<i>Any clarifications shall be done through the e-mail addresses on the cover page of this tender document.</i>
3.	<b>3.12 Tender Currency</b>	<i>The Tender currency of quote shall be in Kenya Shillings.</i>
4.	<b>3.13 Tenderer's Eligibility &amp; Qualifications</b>	<i>Affiliation or accreditation to an international and recognized organization or firm.</i>
5.	<b>3.17.1 Tender Security</b>	<i>Not Required for this tender</i>
6.	<b>3.28 Technical Evaluation and Comparison of Tenders</b>	<i>Instead of "Operational Plan" substitute with the following collectively: - Methodology, Work Plan, Work Schedule and Time Schedule for Professional Staff</i>
7.	<b>3.33 Mode of Award of Contract</b>	<i>Award shall be to the bidder with the lowest evaluated price.</i>
8.	<b>3.37 Performance Security</b>	<i>Not Required for this tender</i>
9.	<b>Add paragraph 3.40 Conflict of Interest</b>	<i>A Tenderer bidding for provision of governance audit services 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 governance audit firms which 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>
10.	<b>Add paragraph 3.41 Professional Indemnity Cover</b>	<ul style="list-style-type: none"> <li>• <i>The Tenderer shall furnish, as part of its Tender, a Professional Indemnity Cover (the Cover) for the minimum amount of Kenya Shillings 10 million.</i></li> <li>• <i>The proceeds of the Cover shall be payable to KPLC as compensation for any loss resulting from the Consultant's failure to comply with its obligations in accordance with the contract without KPLC being required to demonstrate the loss it has suffered.</i></li> <li>• <i>The Cover submitted shall be valid for at least one calendar year from the Date of the Tender Document.</i></li> <li>• <i>KPLC shall seek authentication of the Cover from the issuing bank or insurance company. It is the responsibility of the</i></li> </ul>



No.	ITT Reference Clause	Particulars of Appendix
		<p><i>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.</i></p> <ul style="list-style-type: none"> <li>• <i>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.</i></li> <li>• <i>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.</i></li> </ul>

## **SECTION IV - SCHEDULE OF REQUIREMENTS**

### ***PART A: Brief Schedule of Services Required***

For Provision of Governance Audit Services - Tender No. KP1/9A.2/OT/033/LS/20-21

<b>Item No.</b>	<b>Description</b>	<b>Activity</b>
1.	Offer to KPLC governance audit services	1

### ***PART B: Delivery Schedule of the Services***

The contract period shall be for a one (1) year period but the execution shall be 60 days.

The total time requirement for completing the consultancy services is estimated to be sixty (60) days. The Company proposes the following activity timeframe:

#### **Proposed Activity Time Frame**

<b>Activity</b>	<b>Proposed Timeframe</b>
Inception report outlining the Consultant's understanding of the tasks, methodology of execution of the tasks and a timetable/work plan on how they intend to undertake the assignment.	10 Days
Develop audit instruments and submit the same for approval.	10 days
Conduct Governance Audit.	20 days
Submit interim report on audit findings and draft implementation matrix.	10 days
Submit and present the Final Report.	10days

Presentation and reporting: The governance auditor will be working in close cooperation with the Kenya Power. The Manager, Board & Regulatory Affairs will be responsible for the management of the services.

#### **Output**

- Submit a Governance audit report of the audit findings and recommendations to the Company
- Develop a compliance implementation framework that will ensure that all compliance and reporting requirements are met and in compliance with best practices
- Submit and present a report with the Implementation matrix
- training/sensitization for Board of Directors on governance matters

### ***PART C: Data Services, personnel, and facilities to be provided by KPLC***

- a) Relevant documentation
- b) Provide letters of introduction
- c) Meeting rooms
- d) Training facilities & venues

#### ***PROVISION OF GOVERNANCE AUDIT SERVICES***

**SECTION V - PRICE SCHEDULES FOR SERVICES**

No.	Description	Amount (KSh.)
1.	Offer to KPLC governance audit services	
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.	Reimbursables/ Disbursements	
4.	Total VAT	
5.	<b>Grand Total amount of financial proposal</b>	

Yours sincerely,

Name of Tenderer

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Name and Capacity of authorised person signing the Tender

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Signature of authorised person signing the Tender

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Stamp of Tenderer

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## SECTION VI - EVALUATION CRITERIA

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

- 6.1 Part 1 - Preliminary Evaluation under Paragraph 3.25 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 of at least Ksh. 10,000,000/=*
- 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/certificate of Incorporation, Partnership Deed.*
  - b) *PIN Certificate.*
  - c) *Valid Tax Compliance Certificate.*
- 6.1.5 *That the Tender is valid for the period required.*
- 6.1.6 *Submission and considering the Confidential Business Questionnaire:-*
- a) *Is fully filled.*
  - b) *That details correspond to the related information in the bid.*
  - c) *That the Tenderer is not ineligible as per paragraph 3.2 of the ITT.*
- 6.1.7 *Submission of audited financial Statements that are reported within eighteen (18) calendar months of the date of the tender document. A copy of the auditor's/Audit valid ICPAK practicing license. (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).*
- 6.1.8 *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 (CV) of the key staff/Auditors of the Audit Firm. (The CVs of the persons/key personnel proposed as part of the audit team. CVs should include details on governance audits carried out by the applicable staff, including ongoing assignments indicating capability and capacity to undertake the audit)*
  - b) *Academic Certificates (past high school) and professional certificates duly certified as true copies by an advocate for the High Court.*
- 6.1.9 *Submission of Audit Firm's profile*
- 6.1.10 *Submission of Accreditation Certificate issued by ICS as confirmation of membership in good standing for key staff/auditors*
- 6.1.11 *Power of Attorney authorizing the signatory of the Tender to commit the Tenderer in accordance with the Tender requirements.*

### **PROVISION OF GOVERNANCE AUDIT SERVICES**

6.1.12 *Record of unsatisfactory or default in performance obligations in any contract shall be considered. This shall include any Tenderer with unresolved case(s) in its performance obligations for more than two (2) months in any contract.*

6.1.15 *Notwithstanding the above, considering any outstanding orders/Supplier Performance Review Scheme (SPRS) where applicable and the performance capacity indicated by the Tenderer.*

Tenders will proceed to the Technical Evaluation Stage only if they qualify in compliance with Part 1 above, Preliminary Evaluation under Paragraph 3.25.

**6.1 Part II – Technical Evaluation and Comparison of Tenders Under Paragraph 3.30 of the ITT.** These are mandatory requirements.

#### **PART II-A**

6.2.1 Evaluation of the following technical information against Tender requirements and specifications

6.2.1.1 *Confirming that the audited statements of accounts are those that have been reported within the last eighteen (18) months from the tender date and that they are stamped and signed. (For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, certified copies of bank statements covering a period of at least six months prior to the date of the tender document. The copies certified by the Bank issuing the statement and the certification should be original)*

6.2.1.2 *Confirming that the Auditor/Audit of the accounts has a valid ICPAK (or its equivalent if not from Kenya) practicing license.*

6.2.1.3 *Tenderers shall be expected to indicate full compliance to Details of Service. (Section XXI)*

6.2.1.4 *Confirm that the Tenderer's offered Methodology meets KPLC's requirement of 60 days and is accompanied by:*

- a) *A work program to comply with Kenya Power's timelines priorities, realistic time estimation, sequential planning and flow. The program should tally with scope.*
- b) *Submission of signed stepwise methodology of the intended service and work breakdown structure.*

#### **PART II- B**

6.2.2 The total marks are 100. The pass mark is 80 marks. Only those bidders who obtain the mandatory cut off mark shall be considered for further evaluation. Technical submissions will be evaluated using the following criteria:-

Item	Description/Criteria	Marks apportioned
<b>1. Experience of the Firm</b>		
i.	Experience conducting similar consultancies for a State Corporation in the last five (5) years. Evidence should be duly signed firms reference forms from the Procuring Entity in the attached format (5 marks each up to a maximum of 2 clients).	<b>10</b>
ii.	Experience in working with a corporate entity of a comparable size as KPLC in the past five (5) years. Evidence should be duly signed firms reference forms from the Procuring Entity in the attached format (5 marks per client up to 2 clients)	<b>10</b>
iii.	Experience in working for an entity within the Energy Sector or evidence of expertise in the energy sector regulatory framework. Evidence should be duly signed firms reference forms from the Procuring Entity in the attached format(5 marks per client up to 2 clients)	<b>10</b>
iv.	Experience conducting similar consultancies for a Company listed in the Nairobi Securities Exchange (NSE) (5 marks per client)	<b>5</b>
v.	Experience in training/sensitization for Board of Directors on governance matters (5 marks per client)	<b>5</b>
<b>2. Comments and suggestions on the Specific details of service</b>		
i.	Comments or suggestions on the Specific details of service	<b>5</b>
ii.	A list of services and facilities to be provided by the Client.	<b>5</b>
<b>3. Adequacy of the methodology and work plan for performing the assignment</b>		
i.	Relevance of the methodology/ technical approach including any relevant additional comments and suggestions	<b>10</b>
ii.	Work Plan in place and in line with the methodology proposed.	<b>5</b>
<p><b>4. Team composition and task assignment (name, position and assignment for key staff and support staff)</b></p> <p>The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.</p> <p>The team should include at least: Two (2) Accredited Governance Auditors duly registered by the Institute of Certified Secretaries (ICS) Kenya and Certified Public Secretary.</p>		

i.	<b>Team leader.</b> Bachelor's Degree in Law or Bachelor in Business Administration, Economics or any other related field. (5 marks) Accredited Governance Auditor by ICS with relevant experience in governance audits (attach practicing license) – (5 Marks.)	<b>10</b>
ii.	<b>Governance Expert</b> Bachelor's Degree in Law or Bachelor in Business Administration, Economics or any other related field. (5 marks) Accredited Governance Auditor by ICS with relevant experience in governance audits (attach practicing license) – (5 Marks.)	<b>10</b>
iii.	<b>Support staff</b> Bachelor's Degree in Law or Bachelor in Business Administration, Economics or any other related field. (2 marks) Certified Public Secretary in Kenya (3 marks) Note: Degree and Professional certificates must be certified by an Advocate of the High Court and attached.	<b>5</b>
<b>5. Firm structure and staff input</b>		
i.	Organogram of the firm showing the structure and placement of the proposed staff.	<b>5</b>
ii.	Written commitment from the consultant confirming availability of proposed staff.	<b>3</b>
iii.	Written commitment from the individual proposed staff confirming their availability for the project.	<b>2</b>
<b>TOTAL SCORES</b>		<b>100</b>

**6.3 Part III – Financial Evaluation Criteria under Paragraph 3.28 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) Confirming that the Tenderer has quoted in Kenya Shillings.
- d) Conducting a financial comparison.
- e) Taking into account the cost of any deviation(s) from the tender requirements.
- f) Considering information submitted in the Confidential Business Questionnaire against other information in the bid including:-
  - i) Declared maximum value of business
  - ii) Shareholding and citizenship for preferences where applicable.

**6.4 Successful Tenderer**

6.4.1 The Successful Tenderers shall be the one with the lowest evaluated price after a successful due diligence

**\*NOTES: -**

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



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

<b>Clause No.</b>	<b>Headings</b>	<b>Page No.</b>
7.1	Definitions.....	34
7.2	Application.....	34
7.3	Standards.....	35
7.4	Use of Contract Documents and Information.....	35
7.5	Patent Rights.....	35
7.6	Performance Security.....	35
7.7	Inspections and Tests.....	36
7.8	Packaging and Labelling .....	37
7.9	Delivery and Documents for Materials/ Equipment.....	37
7.10	Insurance .....	37
7.11	Payment.....	38
7.12	Interest.....	38
7.13	Prices.....	39
7.14	Variation of Contract.....	39
7.15	Assignment.....	39
7.16	Subcontractors .....	39
7.17	Termination of Contract.....	39
7.18	Liquidated Damages.....	40
7.19	Warranty .....	40
7.20	Resolution of Disputes .....	40
7.21	Language and Law.....	40
7.22	Waiver.....	40
7.23	Force Majeure.....	41

## SECTION VII – GENERAL CONDITIONS OF CONTRACT

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

### **7.1 Definitions**

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

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

### **7.2 Application**

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

### **7.3 Standards**

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

### **7.4 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 Supplier Performance Rating Scheme**

7.6.1 KPLC shall use a Supplier Performance Rating Scheme (SPRS) to measure the annual performance of the Supplier's obligations and its conduct of the contract.

7.6.2 The Scheme will be updated periodically commencing with the date of execution of the contract by both parties. KPLC shall provide the Supplier with a copy of the SPRS report.

7.6.3 KPLC shall consider the Supplier's overall performance at the end of the performance period.

7.6.4 At the request of either party, the parties shall discuss and conclude deliberations on the annual SPRS report. At any such meetings and/or for the purposes of the deliberations, KPLC Supply Chain – Procurement Department shall appoint the Chairperson as well as the Secretariat.

7.6.5 The SPRS measures shall be according to Supplier Performance Rating Form in Section XXVI.

7.6.6 A KP1, KP2 & KP3 assessment of the Supplier on the SPRS will be a consideration for continued engagement between the parties in the subsequent year. A KP4 assessment of the Supplier shall be a termination event.

### **7.6 Performance Security**

7.6.1 Within fourteen (14) days of the date of the notification of contract award, the Contractor shall furnish to KPLC the Performance Security which shall be either one or a combination of the following:-

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

Tenderer. Certain mandatory conditions of the LC shall be as prescribed in the Performance Security Form (LC) in the Tender Document.

- 7.6.2 The Performance Security shall be issued by a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya.
- 7.6.3 The Performance Security shall be the sum of ten percent (10%) of the contract price. It shall be in the currency of the contract price.
- 7.6.4 Failure of the Contractor to furnish the Performance Security, the award shall be annulled and the Tender Security forfeited, in which event KPLC may notify the next lowest evaluated Tenderer that its Tender has been accepted.
- 7.6.5 The proceeds of the Performance Security shall be payable to KPLC as compensation for any loss resulting from the Contractor's failure to comply with its obligations in accordance with the contract without KPLC being required to demonstrate the loss it has suffered.
- 7.6.6 The Performance Security shall be valid for a minimum of sixty (60) days after satisfactory delivery for both Foreign and Local Contractors.
- 7.6.7 KPLC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the Contractor to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed three (3) days from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such Contractor's Performance Security may be deemed as invalid and the Contract nullified, unless information to the contrary is received by KPLC two (2) days before the expiry of the Contractor's Tender Security.
- 7.6.8 Subject to the provisions of this contract, the Performance Security will be discharged by KPLC and returned to the Contractor not earlier than thirty (30) days following the date of completion of the Contractor's obligations under the contract, including any warranty obligations, under the contract.

## **7.7 Inspection and Tests**

- 7.7.1 KPLC or its representative(s) shall have the right to inspect and/or to test the services to confirm their conformity to the contract specifications. KPLC shall notify the Contractor in writing in a timely manner, of the identity of any representative(s) retained for these purposes. Such visit and or inspection/ test shall in no way prejudice KPLC's rights and privileges.
- 7.7.2 In appropriate circumstances, Inspection/ Test Report(s) shall be completed upon conclusion of the inspection/ tests.
- 7.7.3 The inspections and tests may be conducted in the premises of the Contractor or its subcontractor(s). If conducted on the premises of the Contractor or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KPLC.
- 7.7.4 Should any inspected or tested services fail to conform to the specifications, KPLC may reject the Service(s), and the Contractor shall either replace or remedy the rejected services or make alterations necessary to meet specification requirements free of cost to KPLC.

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

## **7.8 Packaging and Labelling**

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

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

- 7.9.1 Where applicable, delivery of the materials/ equipment shall be made by the Contractor to the place and in accordance with the terms specified by KPLC in its Schedule of Requirements or as may be otherwise indicated.
- 7.9.2 The Contractor shall notify KPLC of the full details of the delivered materials/ equipment by delivering the materials/ equipment with a full set of the following documents: -
- a) *Contractor's invoice showing the materials/ equipment description, quantity, unit price and total price*
  - b) *Delivery note*
  - c) *Packing list identifying contents of each package*
- 7.9.3 It is the responsibility of the Contractor to ensure that the delivery documents are received by KPLC at the designated delivery point at the time of delivery.

## **7.10 Insurance**

- 7.10.1 The Contractor shall be responsible for and keep in force current appropriate insurance covers for its property and persons engaged in the performance and or provision of the Services under the contract.
- 7.10.2 The Contractor shall (except in respect to losses, *injuries or damage resulting from*

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

## **7.11 Payment**

- 7.11.1 Payments shall be made promptly by KPLC and shall not be less than thirty (30) days from completion of satisfactory performance and submission of invoice together with other required and related documents or as otherwise prescribed in the contract.
- 7.11.2 Payment shall primarily be through KPLC's cheque or Real Time Gross Settlement (RTGS) or telegraphic transfer. Where applicable, a copy of a valid Performance Security, stamped, certified as authentic by KPLC, shall form part of the documents to be presented to KPLC before any payment is made.
- 7.11.3 A Contractor who requests for a Letter of Credit (*hereinafter abbreviated as LC*)–
- a) *Shall meet the LC bank charges levied by its bank while KPLC shall meet the LC bank charges levied by its bank.*
  - b) *Any extension and or amendment charges and any other costs that may result from the Contractor's delays, requests, mistakes or occasioned howsoever by the Contractor shall be to the Beneficiary's account.*
  - c) *The maximum number of extensions and amendments shall be limited to two (2).*
  - d) *Notwithstanding sub-clause 7.11.3 (a), should the Contractor require a confirmed LC, then all confirmation and any other related charges levied by both the Contractor's and KPLC's bank shall be to the Beneficiary's account.*
  - e) *The LC shall be opened only for the specific Order within the validity period of the contract.*
  - f) *LCs shall be partial for partial performance or full for whole performance as per the contract.*
  - g) *The Contractor shall be required to submit a proforma invoice for each lot for use in the placement of order and opening of the LC. The proforma invoice shall be on total all-inclusive costs basis.*
  - h) *A copy of the Performance Security, stamped and certified as authentic by KPLC, whose expiry date should not be less than sixty (60) days from the LC expiry date, shall form part of the documents to be presented to the Bank before any payment is effected.*
- 7.11.4 KPLC shall have the sole discretion to accept or decline any Contractor's payment request through Letters of Credit without giving any reason for any decline.

## **7.12 Interest**

Interest payment by KPLC is inapplicable in the contract.

### **7.13 Prices**

- 7.13.1 Subject to clause 7.14 herein below, prices charged by the Contractor for services performed under the contract shall be fixed for the period of the contract with no variations.
- 7.13.2 A price that is derived by a pre-disclosed incorporation or usage of an internationally accepted standard formula shall not be deemed to be a price variation within the meaning of this clause.

### **7.14 Variation of Contract**

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

- a) *the quantity variation of services shall not exceed twenty percent (20%) of the original contract quantity.*
- b) *The cumulative value variation shall not exceed twenty five percent (25%) of the original contract value.*
- c) *the quantity variation must be executed within the period of the contract.*

### **7.15 Assignment**

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

### **7.16 Subcontracts**

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

### **7.17 Termination of Contract**

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

rendered, and the Contractor shall be liable to KPLC for any excess costs for such similar services and or any other loss PROVIDED that the Contractor shall not be so liable where the termination is for convenience of KPLC.

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

### **7.18 Liquidated Damages**

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

### **7.19 Warranty**

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

### **7.20 Resolution of Disputes**

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



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

### **7.21 Language and Law**

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

### **7.22 Waiver**

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

### **7.23 Force Majeure**

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

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

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

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

7.23.4 Upon the occurrence of any circumstances of *force majeure*, the Contractor shall 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.	<b>7.11.1 Terms of Payment</b>	<i>30 days upon completion of services and presenting the required documents.</i>

**SECTION IX - TENDER FORM**

Date:  
Tender No.

**To:**

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

Ladies and Gentlemen,

1. Having read, examined and understood the Tender Document including all Addenda, the receipt of which is hereby duly acknowledged, we, the undersigned Tenderer, offer to perform **Governance Audit Services** in accordance and conformity with the said tender document and in particular the Schedule of Prices that are made part of this Tender.
2. We undertake, if our Tender is accepted, to perform and provide the services in accordance with the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to ten percent (10%) of the contract price for the due performance of the contract, in the form(s) prescribed by The Kenya Power & Lighting Company Limited.
4. We agree to abide by this Tender for a period of **180** days 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 ON TENDER FORM:**

1. KPLC requires a validity period of at least One Hundred and Eighty (180) days.
2. This form must be duly signed, stamped and/or sealed.

**SECTION X - CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

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

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

**Part 2 (a) Sole Proprietor**

Your name in full .....  
 Nationality .....Country of origin .....  
 \*Citizenship details.....

**Part 2 (b) Partnership**

Give details of partners as follows: -

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

**Give citizenship of each Partner including whether by birth, marriage, registration or naturalization .....**

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. If a Kenyan citizen, please indicate under “Citizenship Details” whether by birth, naturalization or registration.*
- 3. The details on this Form are essential and compulsory for all Tenderers. Failure to provide all the information requested may lead to the Tenderer’s disqualification.**

**SECTION XI – TENDERER’S REFERENCES**

**Relevant Services carried out in the last five years that best illustrates the Tenderer’s qualifications.**

Guided by the format below, provide information on each assignment for which your firm, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country
Location within Country:		Professional Staff provided by Your Firm/Entity(profiles):
Name of Client; Staff Complement		Clients contact person for the assignment.
Address:		No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (Kshs)
Name of Associated Consultants. If any:		No. of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of project:		
Description of Actual Services Provided by Your Staff:		

Yours sincerely,

\_\_\_\_\_  
Name of Tenderer

\_\_\_\_\_  
Name & Signature of duly authorised person signing the Tender

\_\_\_\_\_  
Stamp or Seal of Tenderer



**SECTION XII – TENDERER’S COMMENTARIES**

COMMENTS AND SUGGESTIONS ON SPECIFIC DETAILS OF SERVICE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.

On the Specific details of service:

- 1.
- 2.
- 3.

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

- 1.
- 2.
- 3.

(Additional sheet may be used as long as it is duly signed and stamped as below)

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 TO TENDERER’S COMMENTARIES**

1. The tenderer has discretion to provide any comments or suggestions that would be useful for purposes of the objectives of the Tenderer. This can include issues or aspects that would be helpful or worth noting during the performance or completion of the services or that KPLC ought to provide to the Tenderer.
2. The Commentaries should not be more than three (3) single sided A4 size pages at font 12 spacing 1.15. Any content beyond this may stand disregarded.

## **SECTION XIII – METHODOLOGY & WORKPLAN AND ORGANIZATION & STAFFING**

Tenderer’s Description of the Methodology and Workplan for performing the assignment.

(Additional sheet may be used as long as it is duly signed and stamped as below. The table on Team composition and task assignment should be duly completed also)

Provide a section on **Approach, Methodology and Work plan** for performing the assignment that should include:

- (a) Technical Approach and Methodology
- (b) Work Plan
- (c) Organization and Staffing

### **1) Technical Approach and Methodology**

In this chapter, the Tenderer should explain his /her understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. The Tenderer should highlight the problems being addressed and their importance, and explain the technical approach the Tenderer would adopt to address them. The Tenderer should also explain the methodologies proposed to adopt and highlight the compatibility of those methodologies with the proposed approach.

### **2) Work Plan**

In this chapter the Tenderer should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the Details of Service and ability to translate them into a feasible working plan. A list of the final documents, including reports and tables to be delivered as final output, should be included here. The work plan should be consistent with the “ACTIVITY (WORK) SCHEDULE FORM”.

### **3) Organization and Staffing.**

In this chapter, the Tenderer should propose the structure and composition of the Tenderer’s team. The Tenderer should list the main disciplines of the assignment, the key personnel responsible, and proposed technical and support staff. In addition to describing the structure and composition of the Tenderer’s team, the Consultants shall summarize it on the Staffing Form below.

**TEAM COMPOSITION AND TASK ASSIGNMENTS**

**Technical Managerial Staff**

No.	Name of Key Personnel	Position	Task

**Support Staff**

No.	Name of Key Personnel	Position	Task

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 TO TENDERERS ON WORKPLAN AND METHODOLOGY**

1. Reports and Time Schedules
  - 1.1 KPLC may enter into discussion and agreement with the successful Tenderer on the approach and action plans to realize the basic objective of the Tender and contract. The Tenderer should therefore provide its detailed proposals on this, given that the assignment is to be completed within a 3 month period.
  
2. The Reports and Documents Required
  - 2.1 Any Reports requested by KPLC shall be presented in as agreed upon by the two parties.

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

Full name of Team Member: \_\_\_\_\_ Position in firm \_\_\_\_\_

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

**Key Qualifications:**

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

**Education:**

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

**Employment Record:**

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

**Certification:**

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

\_\_\_\_\_  
*[Signature of Team Member]* Date: \_\_\_\_\_  
*Day/Month/Year*

Yours sincerely,

\_\_\_\_\_  
Full name of Tenderer

\_\_\_\_\_  
Signature of duly authorised person signing the Tender

\_\_\_\_\_  
Name and Capacity of duly authorised person signing the Tender

\_\_\_\_\_  
Stamp of the Tenderer

**SECTION XV- TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.

Name	Position	Reports Due/ Activities	Months (in the Form of a Bar Chart)												Number of months	
			1	2	3	4	5	6	7	8	9	10	11	12		

Reports Due: \_\_\_\_\_

Activities Duration: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Authorized representative)

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

**SECTION XVI- ACTIVITY (WORK) SCHEDULE**

Provide particulars on the number of meetings and the periods it will take to gather documents, study items and submit reports i.e inception report, interim report, draft report and final reports etc

**SECTION XVII - 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 anywhere.
- c) That I/We or any partner and/or other lawyer of the firm is not a person within the meaning of paragraphs 3.2 and 3.3 of ITT.
- 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 XVIII – 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/ 9A.2/OT/033/LS/20-21 FOR GOVERNANCE AUDIT SERVICES**

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 fourteen (14) days after expiry of tender validity pursuant to the provisions of the Public Procurement and Disposal Act, 2015 *(or as may be amended from time to time, or replaced)*.

Enclosed, please find the Service Agreement for your perusal and acceptance. Kindly sign and stamp the Agreement. Further, initial and stamp on all pages of the documents forming the Conditions of Appointment that are forwarded to you with this letter and that are in your possession. Thereafter return the signed and stamped documents together with a copy of the valid Professional Indemnity Cover within two (2) working days of the date hereof for our further action.

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

Yours faithfully,

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

**GENERAL MANAGER, SUPPLY CHAIN & LOGISTICS**

Enclosures

**SECTION XIX – DRAFT LETTER OF NOTIFICATION OF REGRET**

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

Dear Sirs/ Madams,

**RE: NOTIFICATION OF AWARD OF TENDER NO. KP1/ 9A.2/OT/033/LS/20-21 FOR GOVERNANCE AUDIT SERVICES**

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 \_\_\_\_\_.

We take the early opportunity to 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 & LOGISTICS**

**SECTION XX - SERVICE AGREEMENT FORM**

**THIS AGREEMENT** made this.....day of.....**20....** **BETWEEN THE KENYA POWER & LIGHTING COMPANY PLC**, a public PLC 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**

..... (*Bidder's full name and principal place of business*) a duly registered entity according to the Registration of Business Names Act, Chapter \_\_\_ of the laws of Kenya and of Post Office Box Number.....(*full address i.e. e-mail, physical and postal of Bidder*) in the Republic aforesaid, (*hereinafter referred to as the "Bidder"*) of the other part;

**WHEREAS** KPLC invited tenders for certain services, that is to say for provision of **Governance Audit Services** under Tender Number.....

**AND WHEREAS** KPLC has accepted the Tender by the Bidder for Appointment to render the Services as and when called upon to do so;

**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 Service Agreement 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 "*Auditor*" or "*the Consulting firm*" or "*the Successful Bidder*" the covenants, agreements obligations expressed to be made or performed by the Bidder shall be deemed to be made or performed by such persons jointly and severally.

**PROVISION OF GOVERNANCE AUDIT SERVICES**

e) where there are two or more persons included in the expression the “*Auditor*” or “*the Consulting firm*” or “*the Successful Bidder*” any act default or omission by the Auditor or the Consulting firm or the Successful Bidder shall be deemed to be an act default or omission by any one or more of such persons.

3. In consideration of the payments to be made by KPLC to the Auditor, the Auditor hereby covenants with KPLC to perform and provide the Services and remedy any defects thereon in conformity in all respects with the provisions of these Conditions.
4. KPLC hereby covenants to pay the Auditor in consideration of the proper performance and provision of the services and the remedying of defects therein, the sum as may become payable under the provisions of any ensuing Contract.
5. The following documents shall constitute the Conditions between KPLC and the Auditor and each shall be read and construed as an integral part of these Conditions: -
  - a) This Service Agreement
  - b) Special Conditions of Appointment
  - c) General Conditions of Appointment
  - d) Method of Charging for Services submitted by the Auditor and agreed upon with KPLC
  - e) Details of Service/ Technical Specifications
  - f) Schedule of Requirements
  - g) Schedules
  - h) **KPLC’s Notification of Appointment dated .....**
  - i) Professional Indemnity Cover
  - j) Declaration Form signed by the Bidder
  - k) Tender Form signed by the Bidder
  - l) Partners and Team Composition
  - m) Any other documents listed in the Schedules to the Agreement as forming part of the Agreement
6. In the event of any ambiguity or conflict between the documents listed above, the order of precedence shall be the order in which the documents are listed in 5 above except where otherwise mutually agreed in writing.
7. The period of appointment shall begin from the Confirmation date for a period of sixty (60) days or, such other date as KPLC may signify to the Auditor. This Agreement shall take effect from the date mentioned above. So far as possible and as instructed by KPLC, it shall affect all briefs where files have not been closed. This means past, present and any future briefs. Save as expressly provided, the duration of this Agreement is for as long as the Auditor continues to provide the Services to KPLC. The Auditor shall provide the Services for the term of the Agreement until a final governance audit report is submitted to KPLC, unless terminated earlier as provided in the Conditions of Appointment.



NAME: .....  
) .....  
) sign

) stamp  
NAME: ..... ) .....  
T/A ) sign  
..... )  
)  
In the presence of: - )  
)  
)

**ADVOCATE**

DRAWN BY: -

.....

**Advocate,**

C/o The Kenya Power & Lighting Company PLC,  
2<sup>nd</sup> Floor, Stima Plaza,  
Kolobot Road, Parklands,  
P. O. Box 30099-00100,

**NAIROBI**

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

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

### **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. 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.
4. Where Certificates and their Reports and are translated into English, all pages of the translations must be signed and stamped by the certifying authority.
5. The Consultant's conformity to reference standards and copies of quality management certifications including valid and current ISO certifications shall be submitted for consideration.

### **PART B – SPECIFIC DETAILS OF SERVICE**

#### **Background**

The Kenya Power & Lighting Company PLC (KPLC) is a PLC liability company registered under the Companies Act, Chapter 486 of the Laws of Kenya.

Our shareholders include the Government of Kenya (GoK) institutional and individual persons. KPLC is a public company with GoK holding the majority block of shares. We are subject to the State Corporations Act, Chapter 442 of the laws of Kenya and the laws governing procurement by public bodies, mainly the Public Procurement and Asset Disposal Act, 2015 together with various regulations there-under and the Public Finance Management Act

*Mwongozo:* The Code of Governance for State Corporations and The Capital Markets Act Code of Corporate Governance Practices for Issuers of Securities to the Public 2015 (CMA Code), require the Board of Directors to subject the Company to an annual governance audit; in order to establish the level of compliance with governance parameters as set out in the Constitution of Kenya, 2010, relevant laws and best practices.

#### ***PROVISION OF GOVERNANCE AUDIT SERVICES***

The Governance Audit should be conducted by a member of the Institute of Certified Public Secretaries (ICPSK) and accredited for that purpose. The Regulator for this requirement is the Capital Markets Authority (CMA) together with the State Corporations Advisory Committee (SCAC), which provides an oversight role

### **The Objectives.**

1. Compliance with Good Corporate Governance parameters is a performance indicator in the Performance Contract for the Financial Year 2019/2020 between the Ministry of Energy and the Company. Consequently, the Company intends to undertake a Governance Audit to establish the extent of compliance.
2. The Consultant will undertake the Governance Audit through systematic review of the Company's structure, appointments, meetings, procedure for meetings, transactions, financial reporting, accountability, maintenance of Company Records, Policies, and Practices to establish compliance with good governance parameters among other relevant Standards.
3. The Governance Audit will seek to establish the adherence to the relevant Laws relating to good corporate governance, ethics, Rules, Regulations, Governance Standards, Mwongozo Code of Governance, Board Charter, Policies and Organizational procedures and manuals under which the Company operates. Further, the audit will review the existing governance structures and practices to assess conformity with highest standards of good governance.
4. The output of the exercise should enable the Company to identify and adhere to good corporate governance as well as ensure it conducts its operations in accordance with all relevant laws and best regulatory practices anchored in accepted principles of good governance, accountability and transparency.

### **Scope of Services.**

The governance auditor will be required to provide the professional services necessary to undertake a comprehensive governance audit. Work within the Specific details of service and executed contract with the Company to deliver quality output in accordance with the objectives of this assignment.

The successful tenderer will be expected to undertake the specific tasks as indicated in the table below. These are to be filled and signed by the supplier for all requirements and submitted alongside other requested documents. **The Bidder is required to indicate against each service specification "Yes / To Comply"** thus indicating their confirmation to meeting the service on award.

No.	Requirement	Bidder's Response
1.	Carry out a comprehensive governance audit of Kenya Power in order to assess KPLC's governance structures and systems on; ethical leadership and strategic management, financial reporting and accountability, board independence and governance; board policies, systems, practices and procedures; transparency and disclosures; compliance with laws and regulations; communication with stakeholders; consistent shareholder and stakeholder value enhancement; corporate social responsibility,	

### ***PROVISION OF GOVERNANCE AUDIT SERVICES***



No.	Requirement	Bidder's Response
	investment, and Sustainability	
2.	Maintenance of records and management of the Corporate business	
3.	Procedures for transacting business within the Organization	
4.	Conduct a preliminary baseline survey on the required documents, policies and governance documents for the audit	
5.	Examine all Circulars, practices and procedures to determine compliance with the Law, good corporate governance practices in accordance with Mwongozo, the CMA Code of Corporate Governance Practices for issuers of Securities to the Public, established standards and ethical procedures	
6.	Evaluate the Company's existing structure, policies, systems and procedures against generally accepted governance standards to establish level of compliance.	
7.	Identify areas of non-compliance and propose measures to be put in place to ensure compliance.	
8.	Prepare a tailor-made governance audit tool/matrix	
9.	Identify and interview the relevant personnel charged with governance audit matters	
10.	<p>Development and Review of the following Board Governance documents and constitutive documents against applicable legislation</p> <ol style="list-style-type: none"> <li>a. Board Charter (including the various Board Committees Charters and specific details of service)</li> <li>b. Board and board committees' meetings minutes</li> <li>c. Board induction manual</li> <li>d. Board nomination and remuneration policy</li> <li>e. Risk Management framework</li> <li>f. Dispute Resolution Policy</li> <li>g. Communication policy</li> <li>h. Stakeholders management/ engagement policy</li> <li>i. Corporate Social Responsibility policy</li> <li>j. Code on prevention of insider trading</li> <li>k. Annual Board work plan</li> <li>l. Review relevant policies, procedures, manuals and controls</li> <li>m. To develop a framework for monitoring the Company's code of ethics.</li> <li>n. To develop and integrated compliance framework for the Company to ensure a strong compliance program</li> <li>o. Hold discussions with management and obtain comments and feedback on audit summary</li> <li>p. Submit final governance audit report together with identified gaps and recommendations for improvement</li> </ol>	
11.	Training (where appropriate)	

**END**