



KenGen

KENYA ELECTRICITY GENERATING COMPANY LIMITED

KGN-IT-16-2017

**REQUEST FOR PROPOSALS (RFP)
FOR
FOR QUALITY ASSURANCE FOR THE SAP UPGRADE AND
ADDITIONAL MODULES PROJECT.**

**Kenya Electricity Generating Company Ltd
Stima Plaza, Kolobot Road, Parklands
P.O. Box 47936, 00100
NAIROBI**

Website: www.kengen.co.ke

December, 2017.

RFP for

SECTION I
LETTER OF INVITATION

Kenya Electricity Generating Company Limited invites proposals for the QUALITY ASSURANCE FOR THE SAP UPGRADE AND ADDITIONAL MODULES PROJECT whose specifications are detailed in the Tender Document.

On receipt of this RFP please inform us that you have received the letter of invitation; and whether or not you will submit a proposal for the assignment.

Shortlisted Individual consultant may submit their proposal in association with other not short-listed firms. A firm will be selected under **Quality and Cost Based Selection** and the procedures described in this RFP. You will attach a declaration in the proposal, that you are not debarred from participating in procurement proceedings and that they will not engage in any corrupt practice as per the **attached declaration form**.

The **Original** and **two copies** of the tender must be delivered to:

The Company Secretary & Legal Affairs Director
Kenya Electricity Generating Co. Ltd.
10th Floor, Stima Plaza Phase III
Kolobot Road, Parklands
P O Box 47936 - 00100
NAIROBI, KENYA

On or before **Monday 19th January 2018, at 10.00 a.m.** Clearly marked “QUALITY ASSURANCE FOR THE SAP UPGRADE AND ADDITIONAL MODULES PROJECT. The envelopes MUST be sealed. The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “FINANCIAL PROPOSAL” and warning: “DO NOT OPEN WITH THE TECHNICAL PROPOSAL”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, “DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.”

Only Technical proposal shall be opened **Monday 19th January 2018, at 10.30 a.m.** In the presence of the candidates’ representatives who choose to attend at Stima Plaza III, Executive Committee Room, 7th Floor.

KenGen Adheres to high standards of integrity in its business operations. Report any unethical behavior immediately. KenGen Call Tip-offs Anonymous system Toll Free: 0800722626

Free Fax: 00800 007788

Email: kengen@tip-offs.com

Visit our web: www.tip-offs.com

Yours sincerely,

For: KENYA ELECTRICITY GENERATING COMPANY LIMITED

SUPPLY CHAIN DIRECTOR

SECTION II
INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Client named the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client’s address indicated in the Appendix “ITC”. The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- (iii) It is desirable that the majorities of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.

- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) 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.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix “A” specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix “A”.

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

- 2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.
- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix “A” specifies otherwise.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- 2.4.5 The Proposal must remain valid for **90 days** after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

- 2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

- 2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked “**ORIGINAL**” or “**COPY**” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL,**” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**”
- 2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITC”. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.6 **Proposal Evaluation General**

- 2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix “ITC”. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant’s proposal.
- 2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.7 **Evaluation of Technical Proposal**

- 2.7.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows

	Points
(i) General experience of the consultant related to the assignment	(5-10)
(ii) Adequacy of the proposed work plan and Methodology in responding to the terms of reference	(20-40)
(iii) Qualifications and competence of the key staff for the assignment	(30-40)
(iv) Suitability to the transfer of Technology Programme (Training)	<u>(0-10)</u>

Total Points 100

2.8 Public Opening and Evaluation of Financial Proposal

- 2.8.1 After Technical Proposal evaluation , the Client shall notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.
- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants’ representatives who choose to attend. The name of the consultant, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any un-priced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix “ITC”, be as follows:-
 $Sf = 100 \times \frac{Fm}{F}$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + p = 1$) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:- $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price
- 2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.

- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.
- 2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

- 2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.
- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “A”.
- 2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.10.6 To qualify for contract awards, the tenderer shall have the following:
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

2.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

2.12 Corrupt or fraudulent practices

2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

Appendix to Information to Consultants

The following information for procurement of consultancy services and selection of consultants shall complement or amend the provisions of the information to consultants, wherever there is a conflict between the provisions of the information and to consultants and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to consultants.

Clause Reference

Appendix Ref. No	ITC Clause No	Amendments of, and Supplements to, Clauses in the Information to Consultants
A. Introduction		
1.	2.1.1	The name of the client is The Kenya Electricity Generating Company Limited (KenGen) .
2.	2.1.1	The Method of Selection is QCBS . The guideline is Public Procurement and Asset Disposal Act, 2015
3.	2.1.2	Technical and Financial Proposal Requested - YES
4.	2.1.2	Name, Objectives and Description of the assignment are

		Name : QUALITY ASSURANCE FOR THE SAP UPGRADE AND ADDITIONAL MODULES PROJECT The objectives and description of the works are listed in Section VI- Terms of Reference
5.	2.1.2	Is the Assignment Phased – NO.
6.	2.1.3	A pre-proposal conference will be held? No
7.	2.1.3	The name(s), address(es) and telephone numbers of the Client’s official(s) The Company Secretary & Legal Affairs Director Kenya Electricity Generating Company Limited KenGen Pension Plaza III, 10th Floor. Kolobot Road, Parklands P.O. Box 47936-00100 Nairobi, Kenya Email addresses ; tenders@kengen.co.ke, jombongi@kengen.co.ke emunviri@kengen.co.ke
8.	2.1.4	The Client will provide the following inputs: Office space and project scope.
9.	2.1.7	This RFP document is free of charge
10.	2.3.4	The duration of implementation from commencement date of the assignment shall be Two (2) Months.
B. Clarification and Amendment of RFP document		
11.	2.2.1	Period to respond to request for clarification by the client: at most seven (7) days prior to tender closure. Period Prior to deadline for submission of Tenders for Tenderers to request clarification shall be at least 7 days prior to deadline
12.	2.2.2	Potential bidders are advised to regularly check KenGen website for any uploaded information on this tender. Any issued Addenda/Clarification shall be uploaded by Procuring entity on the website.
C. Preparation of Technical Proposal		
13.	2.3.1	The estimated number of professional staff months required for the assignment is: Two (2) Months.
14.	2.3.1	The minimum required experience of proposed professional staff is Ten (10) years for Team Leader and five (5) years for other staff on similar assignments
15.	2.3.1	Training is a specific component of this assignment? NO.
16.	2.3.1	Additional information in the technical proposal? PROVIDE FIRM PROFILE
D. Preparation of Financial Proposal		
17.	2.4.2	a) "Taxes" means all present and future taxes, levies, duties, charges, assessments, deductions or withholdings whatsoever, including any

interest thereon, and any penalties and fines with respect thereto, wherever imposed, levied, collected, or withheld pursuant to any regulation having the force of law and "Taxation" shall be construed accordingly.

b) Local Taxation

- i). Nothing in the Contract shall relieve the CONSULTANT and/or his Sub-CONSULTANTS from their responsibility to pay any taxes, statutory contributions and levies that may be levied on them in Kenya in respect of the Contract. The Contract Price shall include all applicable taxes and shall not be adjusted for any of these taxes.
- ii). The CONSULTANT shall be deemed to be familiar with the tax laws in the Employer's Country and satisfied themselves with the requirements for all taxes, statutory contributions and duties to which they may be subjected during the term of the Contract.
- iii.) In instances where discussions are held between the Employer and the CONSULTANT regarding tax matters, this shall not be deemed to constitute competent advice and hence does not absolve the CONSULTANT of their responsibility in relation to due diligence on the tax issue as per 3.21.2 above.

c) Tax Deduction

- i). If the Employer is required to make a tax deduction by Law, then the deduction shall be made from payments due to the CONSULTANT and paid directly to the Kenya Revenue Authority. The Employer shall upon remitting the tax to Kenya Revenue Authority furnish the CONSULTANT with the relevant tax deduction certificates.
- ii). Where the CONSULTANT is paid directly by the Financiers and the Employer is not able to deduct tax, then the CONSULTANT will be required to pay the tax deduction to Kenya Revenue Authority in the name of the Employer and furnish the Employer with an original receipt thereof as evidence of such payment. In absence of the said evidence, the Employer will not process any subsequent payments to the CONSULTANT.

d) Tax Indemnity

- i). The CONSULTANT shall indemnify and hold the Employer harmless from and against any and all liabilities, which the Employer may incur for any reason of failure by the CONSULTANT to comply with any tax laws arising from the execution of the Contract whether during the term of the Contract or after its expiry.
- ii) The CONSULTANT warrants to pay the Employer (within fourteen (14) days of demand by the Employer), an amount equal to the loss, liability or cost which the Employer determines has been (directly or indirectly) suffered by the Employer for or on account of the CONSULTANT's Tax liability arising from the Contract.
- iii). Where the amount in 3.21.8 above remains unpaid after the end of the fourteen (14) days moratorium, the Employer shall be entitled to compensation for financing charges.

		The rates and prices quoted by the Tenderer shall be fixed during the performance of the Contract.
E. Submission, Receipt and Opening of Proposals		
18.	2.5.2	In addition to the original of the Tender, the CONSULTANT shall submit Two (2) copies of the Tender.
19.	2.5.3	Tenders shall be submitted to : The Company Secretary & Legal Affairs Director Kenya Electricity Generating Company Limited KenGen Pension Plaza III, 10th Floor. Kolobot Road, Parklands P.O. Box 47936-00100 Nairobi, Kenya
20.	2.5.4	The name and identification of the project is: QUALITY ASSURANCE CONSULTANCY FOR THE SAP UPGRADE AND ADDITIONAL MODULES PROJECT The tender number is: KGN-IT-16-2017 Date and Time for submission is: 19th January 2018 at 10.00 a.m.
21.	2.5.4	The deadline for Tender submission is: 19th January 2018, 10.00 Hours Eastern Africa Time (EAT)
F. Evaluation		
22.	2.7.1	The minimum technical score required to pass is : 70% See Evaluation “Schedule 1” for the evaluation criteria.
23.	2.8.4	Local content: this is a national tender ONLY for local consultants.
24.	2.8.9	A variation request must be approved by the Employer
G. Negotiations, Award & Confidentiality		
25.	2.10.2	The assignment is expected to commence on Contract Signature
26.	2.2.6	Corruption and ethical standards The Government requires that Procuring Entities (including beneficiaries of Government funded projects) as well as Tenderers/Suppliers/CONSULTANTS under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. It is the responsibility of the Procuring Entity to ensure that Tenderers, suppliers, and CONSULTANTS and their sub-CONSULTANTS observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy: For the purpose of this provision, the following definitions are provided: (i). “Corruption” has the meaning assigned to it in the Anti Corruption and Economic Crime Act 2003 and includes the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement or disposal process or in contract execution; (ii). “Fraudulent Practice” includes a misrepresentation of fact in order to influence a procurement or disposal process or the execution of a contract to the detriment of the Procuring Entity

		<p>and includes collusive practices amongst Tenderers prior to or after Tender submission designed to establish Tender prices at artificial non-competitive levels and deprive the Procuring Entity of the benefits of free and open competition;</p> <p>(iii). “Collusive Practice” means an arrangement between two or more suppliers, CONSULTANTs and sub-CONSULTANTs designed to achieve an improper purpose, including to influence improperly the actions of the Procuring Entity prior to or after Tender submission , designed to establish Tender prices at artificial non-competitive levels and to deprive the Procuring Entity of the benefit of free and open competition;</p> <p>(iv). “Coercive Practice” means impairing or harming, or threatening to impair or harm, directly or indirectly a supplier, contractor or sub-CONSULTANT or the property of any of them to influence improperly the actions of a Procuring Entity;</p> <p>(v). “Obstructive Practice” means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and /or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.</p> <p>A Procuring Entity has the right to require that Tenderers, suppliers, and CONSULTANTs and their sub-CONSULTANTs permit persons duly appointed by EACC/PPOA/KNAO to inspect their accounts and records and other documents relating to the Tender submission and contract performance; The Procuring Entity will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt, fraudulent practices or others stated under Clause 44.1.a in competing for the contract; In pursuit of the policy defined in sub-Clause 44.1,the Procuring Entity will cancel the portion of the funds allocated to a contract for goods, works, or services if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the Procuring Entity or Approving Authority or of a beneficiary of the funds during the procurement or the execution of that contract; In the event that the Procuring Entity or Approving Authority does not take timely and appropriate action satisfactory to the Government of Kenya to remedy the situation, then the Director-General may order an investigation of procurement proceedings for the purpose of determining whether there has been a breach of the Public Procurement and Disposal Act, 2015.</p>
--	--	--

2.7.2: DETAILED EVALUATION CRITERIA

<p>1. PRELIMINARY EVALUATION CRITERIA:</p> <ul style="list-style-type: none"> • Valid business permit. • Confidential business questionnaire as provided. • Submission of an original and two copies of the technical proposal. 	
---	--

<ul style="list-style-type: none"> • Submission of the technical proposal submission form. • Submission of a sealed financial proposal, clearly described. • Tax compliance certificate. • Sequential pagination of all pages of the bid document, i.e. every paper on both sides from the beginning to the end of the bid document, including all the pages already paginated by KenGen and all attachments. <p><u>NOTE: Each consultant MUST fulfil ALL the above requirements to be considered for the technical evaluation below.</u></p>	
---	--

2. TECHNICAL EVALUATION CRITERIA	Points	SCORE
1) Process Specifications	10	
2) Systems tools	10	
3) Deployment and commissioning strategy	10	
4) References from at least three client for having successfully implemented a similar assignments.	20	
5) Description of the methodology and work plan for performing the assignment	20	
6) Time and activity (work) schedule	10	
7) Relevant SAP certifications	20	
TOTAL	100 Marks	

The minimum technical requirement is 70%

NOTE: KenGen will request the bidders who will pass the minimum technical qualification to make a presentation of the content of technical approach/methodology and work plan to assist in finalizing the evaluation process.

2.8.5.1 Formulae for determining the financial scores is the following: The weights given to the Technical and Financial Proposals are:

T=70

F=30

A/B*30

Where A is the lowest financial in the qualified bids

2.8.7.1 A variation request must be approved by the Employer subject to the Procurement Regulations

2.9.2 The assignment is expected to commence in **January 2018.**

SECTION III
TECHNICAL PROPOSAL

Table of Contents

1. Technical proposal submission form
2. Firms references
3. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity
4. Description of the methodology and work plan for performing the assignment
5. Team composition and Task assignments
6. Format of curriculum vitae (CV) for proposed Professional staff
7. Time schedule for professional personnel
8. Activity (work schedule)

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

To: _____ [Name and address of Client)

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for _____
_____ [Title of consulting services] in accordance with your Request for
Proposal dated _____ [Date] and our Proposal. We are hereby submitting our
Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a separate
envelope-where applicable].

We understand you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

:

_____ [Name of Firm]

:

_____ [Address:]

2. FIRM'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Assignment Name:	Country
Location within Country:	Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:	Clients contact person for the assignment.
Address:	No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Approx. Value of Services (Kshs)
Completion Date (Month/Year):	
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:	

Firm's Name: _____

Name and title of signatory; _____

(May be amended as necessary)

3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

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

- 1.
- 2.
- 3.
- 4.
- 5.

14. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

_____ Date: _____
[Signature of staff member]

_____ *Date;*

[Signature of authorized representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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		

Months (in the Form of a Bar Chart)

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

[1st, 2nd, etc, are months from the start of assignment)

	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th	
Activity (Work)													

(b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
4. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

SECTION IV
FINANCIAL PROPOSALS

FINANCIAL PROPOSAL STANDARD FORMS

Table of Contents

1. Financial proposal submission Form
2. Summary of costs
3. Breakdown of price/per activity
4. Breakdown of remuneration per activity
5. Reimbursable per activity
6. Miscellaneous expenses

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (_____) *[Title of consulting services]* in accordance with your Request for Proposal dated (_____) *[Date]* and our Proposal. Our attached Financial Proposal is for the sum of (_____) *[Amount in words and figures]* inclusive of the taxes.

We remain,

Yours sincerely,

_____ *[Authorized Signature]*

:
_____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]*

_____ *[Address]*

3. BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description: _____
Price Component	Amount(s)
Remuneration	
Reimbursables	
Miscellaneous Expenses	
Subtotal	_____

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____		
Names	Position	Input(Staff months, days or hours as appropriate.)	Remuneration Rate	Amount
Regular staff				
(i)				
(ii)				
Consultants				
Grand Total				_____

5. REIMBURSABLES PER ACTIVITY

Activity No: _____ Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			
	Grand Total				

6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs____ _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software				
	Grand Total				

SECTION V:
TERMS OF REFERENCE.

I. PROJECT DELIVERABLES IN SAP QUALITY ASSURANCE

Enterprise Resource Planning systems are integrated programs that maintain all of a business's transactions in a single data base. KenGen has been utilising ERP from SAP and during the year 2017, the company will upgrade the existing SAP ECC6.0 EHP4 environment to SAP HANA on EHP8. KenGen main challenge after implementation of its SAP ERP will be to get a clear understanding of the current ERP system and the new ERP system. In addition to this, two or three years after implementation what will be status of this system.

KenGen therefore seeks for a Quality Assurance consultant to assist the project implementation committee to ensure the quality of the SAP product and implementation service at all levels and at all aspects of the project. The consultant will develop defined procedures or set of procedures to ensure that the SAP upgrade and additional modules project meets specified requirements, international standards, and SAP best practices. The QA consultant must assist the PIT provide confidence in the product's suitability for its intended purpose, satisfy customer requirements in a systematic and reliable manner.

The QA consultant will unconditionally adhere to the principles tenets of QA

- i. "Fit for purpose" meaning that the product should be suitable for the intended purpose.
- ii. "right first time" meaning that mistakes within the project should be eliminated

The quality management plan will define the objectives for quality, responsibility, how they will be applied and how they will be measured. The quality of the deliverables must be defined, approved, well communicated, executed and controlled to meet the stakeholder expectations through the phases from requirements gathering to project sign-off in order to produce project success. The consultant will assist KenGen ensure that the system

- i. Focuses on alignment with the customers/end users and deliver quality services that exceed expectations
- ii. Build information, infrastructure and application architectures that support those services
- iii. Have the right organization, people (roles) and processes that support those services
- iv. Continuously monitor, measure and improve
- v. Ensure governance, risk and compliance activities over all of the above

Since the product being implemented is from SAP, and services from SAP global, KenGen will be seeking a QA consultant who has been in engagement with SAP and has done not less than five (5) QA projects for companies similar with KenGen. Further, the QA consultant:-

- i. Must be authorised to undertake SAP QA & QC by SAP Limited as the proprietor of SAP ERP.
- ii. The consultant must have a SAP practice.
- iii. The consultant must have SAP consulting services.

- iv. The consultant must be a SAP Channel Partner.
- v. The consultant must have managed global implementations of SAP software
- vi. The consulting firm must be ISO9000 certified as achieving this certification is a demonstration of the company's commitment to a philosophy of high standards and must functionally utilise these ISO family of standards

The consultant must deliver proof of the above mandatory requirements. These requirements and references will be accompanied with addresses and contacts for follow up purposes. All SAP related confirmations will be relayed through their SAP East Africa offices.

2. TECHNICAL STANDARDS COMPLIANCE

The quality assurance and quality control will be managed according to the standards for compliance and the requirements for legal admissibility and security, and must be capable of demonstrating this compliance. The consultant will ensure that:-

- i. The system must meet legal requirements as set forth by Kenya law.
- ii. The system must meet KenGen administrative requirements.
- iii. The system must meet international standard i.e. International Standardization Organization (ISO), ANSI, AIIM
- iv. The system must meet internationally accepted quality assurance and control standards
- v. The QA and QC process must adhere to IT Service Management umbrella standards including but not limited to PMBOK, ITIL, COBIT
- vi. The QA and QC process must adhere to SAP activate project implementation methodology

3. QUALITY CONTROL. ENSURE PROJECT SUCCESS THROUGH END-TO-END

The project implementation committee has realised that quality should never be considered an afterthought, therefore it is imperative for the project manager to keep a close eye on over-all project quality, ensure that a quality management plan is in place and convey to the PIT how quality will be handled for the duration of the project.

Once the project quality plan is defined, managing the various aspects is key throughout the project implementation cycle. The consultant must monitor the whole project and address issues accordingly and immediately and never leave anything until the last minute.

Some of the areas to ensure compliance will be:-

- i. The project plan
- ii. The project steering committee
- iii. The project implementation committee
- iv. The project implementation team and composition

- v. The scope of the project and who is responsible for each piece of scope
- vi. What skills will be required for all of the project work and their availability
- vii. How to determine when each package of work is complete
- viii. When will the project be successfully completed and when KenGen will meet technical or functional goals
- ix. What risks may be encountered on the project and how to deal with them as they arise.
- x. Blue printing coverage as per business needs and expectations

4. MONITORING, QUALITY ASSURANCE AND CONTROL TOOLS

A systematic methodology to approach projects is a key to successful execution. The tools and methodologies adopted for the project will determine the success, systematic, continuously monitor, verify quality throughout the project and efficiency of execution of the job, therefore the project QA and QC consultant must have necessary tools to manage quality assurance and control. The consultant must demonstrate the use and efficiency of their tools to manage the project effectively.

An effective monitoring and measurement system throughout the project execution can make the difference between a successful project and a failure. The project QA - QC must come up with a comprehensive clear structure, plans and execution strategy on the following project management areas.

- i. Project monitoring
- ii. What to measure and when to measure
- iii. What data to gather, gathering the right data and when to gather
- iv. Selection of appropriate tools and techniques
- v. Identify who to report to and assign monitoring responsibility
- vi. compare actual vs planned progress

5. QUALITY ASSURANCE AND CONTROL COMMUNICATION AND AWARENESS

The QA-QC consultant must define a methodology, strategy for communication of QA and QC to the company at least at four (4) different levels of the company including but not restricted to The Board, The EXCO, Managers and business users. The consultant must understand the business needs, the stakeholders, their priorities and goals as follows:-

- i. correctly identify who the stakeholders are
- ii. identifying their needs
- iii. identify and categorise their priorities
- iv. turn needs into easy and measurable goals by employing the SMART principle
- v. identify project deliverables
- vi. understand and identify how the deliverables will translate into outcomes
- vii. compare and place the deliverables on the project schedule
- viii. create supporting plans including human resources, communication plan, risks, risk mitigation plans

- ix. project planning overview
- x. project execution plan
- xi. project decision making structures
- xii. project organisational change management plans
- xiii. system rollout and closure

The project QA - QC must come up with a comprehensive clear structure, plans and execution strategy on the above project management areas.

6. SAP SYSTEM AUDIT POST IMPLEMENTATION

ERP audits assess risks to the integrity of proprietary business data as it is accessed by multiple users across the company. KenGen will deploy The SAP Governance, Risk and Compliance System. With this GRC system, ICT will seek to automate reviews of user access, role authorizations, risk violations, and control assignments as well as better manage super-user access controls with a centralized, closed-loop process with comprehensive audit trail of user and role management activities. The software automates the compliant provisioning of users, design of roles, and periodic user and role certifications. This will go beyond the current manual processes for managing segregation of duties (SOD), critical and sensitive access, and super-user access. The focus areas will be:-

- i. Whether all the management controls are working fine
- ii. Whether all the postings are being done as per accounting standards
- iii. Whether proper documentation is being maintained
- iv. Whether critical business related activities are done accurately etc.
- v. Identifying risk and/or approving controls for monitoring risks
- vi. Approving remediation to address user access issues in SAP
- vii. Designing alternative controls to mitigate segregation of duty issues
- viii. Communicating access assignments or role changes
- ix. Provides documentation of desired workflow components (including Approvers, conditions for workflow and rejections for each type of request)

PROJECT SCOPE

Technical Requirements and Product Deliverables

	Modules	SAP Offer
1.	Upgrade to enhancement pack 7.0 and solution manager configuration	EHP7.1 Solution Manager 7.1 SP10
2.	SAP Supplier Relationship Management (SRM)	SRM
3.	SAP Portfolio and Project Management (PPM)	PPM

4.	SAP Governance Risk and Compliance (GRC)	GRC Access Control, Process Control, Risk Management
5.	SAP Business Intelligence (BI) and Business Warehousing (BW)	SAP Business Objects (BO), SAP BW 7.3 Data Warehouse
6.	SAP Mobility	Syclo Works Manager, Fiori Applications
7.	SAP Additional Licenses	16+4 licenses

Service Deliverables

	Modules
1.	Relevant modules for the SAP ERP
2.	Activation and configuration of backend ERP modules to ensure the new modules work
3.	Process analysis and design prior to implementation of each module
4.	Blue print documentation and signoff
5.	Detailed project implementation plan including a change management program
6.	Quality Assurance plan
7.	Integrating and interfacing with all KenGen relevant external applications including current ERP modules.
8.	Official curriculum certification training of KenGen staff both functional & technical prior to implementation
9.	Rollout of the new modules to KenGen live environment
10.	Preparation of all technical and functional manuals & documentation
11.	Build the capacity of KenGen project team during the implementation phase
12.	Indicate costing in terms of total cost of ownership (TCO) for a minimum of ten (10) years
13.	Guarantee a six month post implementation support period.
14.	Systems official handover to KenGen

KenGen – SAP Contract documents

The quality assurance will determine the company's needs in comparison with the contract signed between the two parties versus the company's needs and business requirements. The quality assurance firm will determine how far the scoping and blue printing covers the project. The quality firm will also evaluate the delivery of the contract versus the scope of works and global best practice and standards.

Terms of Payment.

The Consultant will receive payment for services rendered for each phase as follows:

Reports	%
Blueprint	10%
Preliminary / Inception Report	10%
Interim Progress Report	20%
Dissemination to: (i). to ICT Department (ii). To SAP consultant (iii). To User departments (iv). To Management (v). To Board	20%
Recommendations	20%
Final Report	20%

SECTION VI:

STANDARD FORMS OF CONTRACT

FOR LARGE ASSIGNMENTS (LUMP-SUM PAYMENTS)

NOTES

1. LARGE ASSIGNMENT _____ Exceeding Ksh 5,000,000

CONTENTS

Special notes.....	iii
Contract for Consultant’s Services.....	iv
I Form of Contract.....	v-vi
II General Conditions of Contract.....	vii
1. General Provisions.....	vii-viii
1.1 Definitions.....	viii
1.2 Law Governing the Contract.....	viii
1.3 Language.....	viii
1.4 Notices.....	viii
1.5 Location.....	viii
1.6 Authorized Representatives.....	viii
1.7 Taxes and Duties.....	ix
2. Commencement, Completion, Modification and Termination of Contract.....	ix
2.1 Effectiveness of Contract.....	ix
2.2 Commencement of Services.....	ix
2.3 Expiration of Contract.....	ix
2.4 Modification.....	ix
2.5 Force Majeure.....	ix
2.5.1 Definition.....	ix
2.5.2 No Breach of Contract.....	ix
2.5.3 Extension of Time.....	x
2.5.4 Payments.....	x
2.6 Termination.....	x
2.6.1 By the Client.....	x
2.6.2 By the Consultant.....	xi
2.6.3 Payment upon Termination.....	xi
3. Obligations of the Consultant.....	xii
3.1 General.....	xii
3.2 Conflict of Interests.....	xiii
(i). Consultant Not to Benefit from Commissions, Discounts, etc.....	xii-xiii
(ii). Consultant and Affiliates Not to Be Otherwise Interested in Project.....	xiii

	3.2.3 Prohibition of Conflicting Activities.....	xiii
3.3	Confidentiality.....	xiii
	3.4 Insurance to be Taken Out by the Consultant... ..	xiv
	3.5 Consultant’s Actions Requiring Client’s Prior Approval.....	xv
	3.6 Reporting Obligations.....	xv
	3.7 Documents Prepared by the Consultant to Be the Property of the Client.....	xv
4	Consultant’s Personnel.....	xv
	4.1 Description of Personnel.....	xv
	4.2 Removal and/or Replacement of Personnel.....	xv
5	Obligations of the Client.....	xvi
	5.1 Assistance and Exemptions.....	xvi
	5.2 Change in the Applicable Law.....	xvi
	5.3 Services and Facilities.....	xvi
6	Payments to the Consultant.....	xvi
	6.1 Lump-Sum Remuneration.....	xvi
	6.2 Contract Price.....	xvii
	6.3 Payment for Additional Services.....	xvii
	6.4 Terms and Conditions of Payment.....	xvii
	6.5 Interest on Delayed Payments.....	xvii
7	Settlement of Disputes.....	xvii
	7.1 Amicable Settlement.....	xvii
	7.2 Dispute Settlement.....	xviii
III	Special Conditions of Contract.....	xix
IV	Appendices.....	xxi
	Appendix A – Description of the Services.....	xxi
	Appendix B – Reporting Requirements.....	xxi
	Appendix C – Key Personnel and Sub consultants.....	xxi
	Appendix D – Breakdown of Contract Price in Foreign Currency.....	xxi
	Appendix E – Breakdown of Contract Price in Local Currency.....	xxi
	Appendix F – Services and Facilities Provided by the Client.....	xxii

Special Notes

1. The Lump-Sum price is arrived at on the basis of inputs – including rates – provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs, usually reports. Lump-sum contracts have the simplicity of administration, the Client having only to be satisfied with the outputs without monitoring the staff inputs and should be used for large Assignments in for example Design; Engineering; Supervision and Management Services; Master plans; Economic and Feasibility studies; and Surveys.
2. The Contract includes four parts: Form of Contract, the General Conditions of Contract, the Special Conditions of Contract and the Appendices. The Client using this standard contract should not alter the General Conditions. Any adjustment to meet any specific project features should be made only in the Special Conditions.

I. FORM OF CONTRACT

Large Assignments (Lump-Sum Payments)

This Agreement (hereinafter called the “Contract”) is made the _____) day of the month of _____ [month], [year], between _____, [name of client] of [or whose registered office is situated at] _____ [location of office] (hereinafter called the “Client”) of the one part AND

_____ [name of consultant] of [or whose registered office is situated at] _____ (location of office) (hereinafter called the “Consultant”) of the other part.

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Consultant, having presented to the Client that he has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices: [*Note: If any of these Appendices are not used, they should be deleted from the list*]
 - Appendix A: Description of the Services
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel and Sub consultants
 - Appendix D: Breakdown of Contract Price in Foreign Currency
 - Appendix E: Breakdown of Contract Price in Local Currency
 - Appendix F: Services and Facilities Provided by the Client
- 2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
 - (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of _____ *[name of client]*

[full name of Client's authorised representative] _____

[title] _____

[signature] _____

[date] _____

For and on behalf of _____ *[name of consultant]*

*[full name of Consultant's
authorized representative]* _____

[title] _____

[signature] _____

[date] _____

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
- (d) “Foreign Currency” means any currency other than the Kenya Shilling;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of the Republic of Kenya;
- (g) “Local Currency” means the Kenya Shilling;
- (h) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;
- (i) “Party” means the Client or the Consultant, as the case may be and “Parties” means both of them;
- (j) “Personnel” means persons hired by the Consultant or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof;
- (k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) “Sub consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorized Representatives'

Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties

The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

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

2.2 Commencement of Services

The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.

2.4 Modification

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

2.5 Force Majeure

- 2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension Of Time** Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4 Payments** During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

- 2.6.1 By the Client** The Client may terminate this Contract by not less than thirty (30) days’ written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;
- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
 - (b) if the Consultant becomes insolvent or bankrupt;
 - (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
 - (d) if the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the selection process or in Contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

- (e) if the Client in his sole discretion decides to terminate this Contract.

2.6.3 By the Consultant

The Consultant may terminate this Contract by not less

than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any of the following events;

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

2.6.3 Payment upon Termination Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client and shall at all times support and safeguard the Client’s legitimate interests in any dealing with Sub consultants or third parties.

1.2 Conflict of Interests

3.2.1 Consultant (i) Not to Benefit from Commissions, Discounts, Etc.

The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.

(ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.

(iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Sub consultant and any of his affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultant nor his subconsultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified in the SC.

- 3.3 Confidentiality** The Consultant, his subconsultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 3.4 Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain and shall cause any subconsultant[s] to take out and maintain, at his (or the subconsultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions;
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Subconsultants").
- 3.6 Reporting Obligations** The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.
- 3.7 Documents prepared by the Consultant to Be the Property of the Client** All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4. CONSULTANT'S PERSONNEL

- 4.1 Description of Personnel** The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Subconsultants listed by title as well as by name in Appendix C are hereby approved by the Client.
- 4.2 Removal** (a) Except as the Client may otherwise agree, no changes

**and/or
Replacement
Of Personnel**

shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The Client shall use his best efforts to ensure that he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

5.2 Change in the Applicable Law

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

5.3 Services and Facilities

The Client shall make available to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Subconsultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

- 6.2 Contract Price** (a) The price payable in foreign currency is set forth in the SC.
 (b) The price payable in local currency is set forth in the SC.
- 6.3 Payment for Additional Services** For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.
- 6.5 Interest on Delayed Payment** Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending .

7. SETTLEMENT OF DISPUTES

- 7.1 Amicable Settlement** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 7.2 Dispute Settlement** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of and Supplements to Clauses in the General Conditions of Contract
---------------------	--

1.1(i) The Member in Charge is **Joseph Ombongi**

1.4 The addresses are:

Client: **Kenya Electricity Generating Company (KenGen)**
 Attention: **Joseph Ombongi**
 Telephone: **0711 - 036 504**
 Facsimile: **254-2-248848**

Consultant: _____
 Attention: _____
 Telephone; _____
 Telex: _____
 Facsimile: _____

1.6 The Authorized Representatives are:

For the Client: **Joseph Ombongi or his designated representative as may be communicated from time to time**

For the Consultant: _____

2.1 The date on which this Contract shall come into effect upon signing of the contract by the two parties

2.2 The date for the commencement of Services is **January 2018** or such other time period as parties may agree in writing after signature of contract.

2.3 The period shall be **not exceeding Two (2) months** as per TOR or such other time period as the parties may agree in writing.

2.5.4. Payment schedule: for each phase of the tender shall be disbursed as indicated below.

Reports	%
Blueprint	10%
Preliminary / Inception Report	10%
Interim Progress Report	20%
Dissemination to: (i). to ICT Department (ii). To SAP consultant (iii). To User departments (iv). To Management (v). To Board	20%
Recommendations	20%
Final Report	20%

2.5.5.

3.3

Intellectual property;

- (i). CONSULTANT Patents and Proprietary Licenses. All Intellectual Property made, developed, conceived, first reduced to practice, fixed in any tangible medium of expression, or created independently by the CONSULTANT before January 20th 2017 will be the sole and exclusive property, including the entire right, title and interest of the CONSULTANT. The CONSULTANT agrees to grant and hereby grants to the client an irrevocable, non-exclusive, royalty-free license under all patents, copyrights and other proprietary information of CONSULTANT related to the Work now or hereafter owned or controlled by CONSULTANT to the extent reasonably necessary for the operation, maintenance or repair of the Project or any subsystem or component thereof designed, specified, or constructed by CONSULTANT under this Contract.
- (ii). All Intellectual Property made, developed, conceived, first reduced to practice, fixed in any tangible medium of expression, or created independently by the client without any contribution from CONSULTANT of any kind during the term of this Agreement will be the sole and exclusive property, including the entire right, title and interest, of the client.
- (iii). Joint Intellectual Property. All Intellectual Property jointly made, developed, conceived, first reduced to practice, fixed in any tangible medium of expression or created by Client and CONSULTANT during the term of this Agreement (“*Joint Intellectual Property*”), will be the joint property of and the entire right, title and interest is hereby assigned jointly to Client and CONSULTANT, and each party may enjoy all rights and privileges accorded ownership of such joint property without accounting to the other.
- (iv). Assignment of Joint Intellectual Property. Each party hereby assigns and agrees to assign to the other party, or its designees, an undivided one-half its full right, title and interest in and to all Joint Intellectual Property. Each party agrees that, during the term of this Agreement and subsequent to the completion or termination of this Agreement, they will, at the other party’s request and expense, execute any and all applications for Kenyan and foreign patents, copyrights or other rights and otherwise provide assistance (including, but not limited to, the execution and delivery of instruments of further assurance or confirmation) to assign an undivided one-half interest in said Joint Intellectual Property to the other party and to permit the other party to enforce any patents, copyrights or other rights in and to said subject intellectual property. All copyrightable works that are created pursuant to performance under this Agreement shall be considered “works made for hire” as defined by Kenyan Copyright Law.
- (v). Filings. The parties agree not to file any patent, trademark, or copyright applications relating to Joint Intellectual Property, without first notifying the other party.
- (vi). Disclosure. Each of the parties shall promptly and fully disclose to the other party all Joint Intellectual Property and shall identify and maintain records of Joint Intellectual Property, and a copy of all such records shall be promptly

provided to the other party. Such records shall be considered Confidential Information.

- (vii). **Transfer, Assignment and Waiver.** Each of the parties represents, warrants and covenants that any Joint Intellectual Property will be created solely by their respective Personnel acting within the scope of their employment, or under a written independent CONSULTANT agreement assigning Intellectual Property rights.
- (viii). **Moral Rights.** With respect to Joint Intellectual Property that qualifies as original works of authorship under the copyright laws (either Kenyan, or foreign), if any moral rights (either Kenyan or foreign) are created, each party hereby waives and shall cause its Personnel to waive such rights in the Joint Intellectual Property.
- (ix). **Joint Prosecution.** Each party agrees to perform all acts that the other party may reasonably request to assist in obtaining the full benefits, enjoyment, rights, title, and interest in the Kenya and throughout the world, in the Joint Intellectual Property. Such acts shall include, without limitation, execution of documents, assistance in the prosecution of patents, copyrights, trademarks, and trade secrets. The parties shall each bear their own expenses.
- (x). **Attorneys-in-Fact.** In the event that a party is unable to secure the signature of the other party, any of its Personnel, or its other legal representative, to any lawful document required to apply for or enforce any of Joint Intellectual Property, for whatever reason, each party hereby irrevocably appoints the other party and its duly authorized officers and agents as the other party's agents and attorneys-in-fact to apply for or enforce Joint Intellectual Property with the same legal force and effect as if executed by the other party, its Personnel, or its other legal representative.
- (xi). **Joint Enforcement.** Upon learning of any infringement of Joint Intellectual Property, from any source, the parties shall first determine if they desire to jointly take action to suppress or eliminate such infringement. If the parties decide to take such action jointly, the parties agree that they will share equally in the expenses related to such actions, and share equally in any recovery as a result of such action. [Client shall have the sole right to direct such joint action.] In the event that either party decides not to participate in such action, the other party shall have sole discretion to take whatever action it determines is necessary or appropriate under the circumstances, including without limitation legal action to suppress or eliminate any such infringement, at the acting party's expense. The non-acting party agrees to cooperate with the acting party in such action and the acting party agrees that it will reimburse the non-acting party's reasonable and actual expenses incurred in such action. The acting party retains all recovery

3.4 The risks and coverage shall be:

- (i) Professional Liability of 110% of the contract price to be provided upon signing of contract

(ii) Loss of or damage to equipment and property of Kengen at the disposal of the consultant.

6.2(a) The amount in foreign currency or currencies is _____ [*Insert amount*].

6.2(b) The amount in local Currency is _____ [*Insert amount*]

6.4 Payments shall be made according to the following schedule:

Payment shall be pegged on specified number of successfully completed milestones. The consultant is required to price each phase separately and independent of other phases. Each phase will be payable at the completion of successful milestones enumerated above (2.5.4.)

7.2 Arbitration. The parties agree to arbitrate any dispute or controversy under international rules of arbitration. The place of arbitration shall be Kenya and the outcome of arbitration shall be binding and non-appealable and shall be entered in any court of competent jurisdiction to enforce Arbitration where necessary shall be by the Chartered Institute of Arbitrators Kenya Chapter or other International body

8.2 Meet and Confer. The Parties agree to make a diligent, good faith attempt to resolve all Disputes. If the Authorized Representatives of the Parties are unable to resolve a Dispute arising under this Agreement within fourteen (14) days: unless otherwise agreed, the Parties shall refer such Dispute to arbitration.

IV. Appendices

APPENDIX A – DESCRIPTION OF THE SERVICES

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

APPENDIX B – REPORTING REQUIREMENTS

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C– KEY PERSONNEL AND SUBCONSULTANTS

- List under:*
- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel and staff-months for each.*
 - C-2 List of approved Sub consultants (if already available); same information with respect to their Personnel as in C-1.*

APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

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

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

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

APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – local currency portion.

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

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

APPENDIX F – SERVICES AND FACILITIES PROVIDED BY THE CLIENT

See clause 2.1.4. Under appendix to instructions to consultants.

MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

(Must be filled by all applicants or Tenderers' who choose to participate in this tender)

Name of Applicant(s).....

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2 (i / j) must be filled. You are advised that giving wrong or false information on this Form will lead to automatic disqualification of your tender or termination of your contract or debarment of your firm at your cost.

Part 1 – General

Business Name:.....Certificate of Incorporation / Registration No.
.....Location of business premises:
CountryPhysical address
TownBuilding.....
Floor.....Plot No.
Street / RoadPostal Address
Postal / Country Code.....Telephone No's.....
Fax No's.E-mail address
Website
Contact Person (Full Names) Direct / Mobile No's.....
Title Power of Attorney (Yes / No)
If yes, attach written document.
Nature of Business (Indicate whether manufacturer, distributor, etc)

(Applicable to Local suppliers only)

Local Authority Trading License No. Expiry Date
Value Added Tax No.....
Value of the largest single assignment you have undertaken to date (USD/KShs)
Was this successfully undertaken? Yes / No.(If Yes, attach reference)
Name (s) of your banker (s)
.....
Branches Tel. No's.

Part 2 (a) – Sole Proprietor (if applicable)

Full names
Nationality..... Country of Origin.....
.....
Company Profile (Attach brochures or annual reports in case of public company)

Part 2 (b) – Partnerships (if applicable)

Give details of partners as follows:

Full Names Nationality Citizenship Details Shares

1.
2.
Company Profile (Attach brochures)

Part 2 (c) – Registered Company (if applicable - as per the CR12 form)

Private or public
Company Profile (Attach brochures or annual reports in case of public companies)
State the nominal and issued capital of the Company
Nominal KShs
Issued KShs
List of top ten (10) shareholders and distribution of shareholding in the company. Give details of all directors as follows:-

Full Names Nationality Citizenship Details Shares

1.....
2.....

Part 2 (d) – Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent, corrupt, coercive and obstructive acts with regard to this or any other tender by the KENGEN and any other public or private institutions.

Full Names
Signature
Dated this day of 2017.
In the capacity of
Duly authorized to sign Tender for and on behalf of

Part 2 (e) – Bankruptcy / Insolvency / receivership.

I/We declare that I/We have not been declared bankrupt or insolvent by the competent Authorities in Kenya and neither are we under receivership:

Full Names
Signature
Dated this day of 2017.
In the capacity of
Duly authorized to sign Tender for and on behalf of

Part 2 (f) – Criminal Offence

I/We, (Name (s) of Director (s)):-

- a)
- b)

Have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed
For and on behalf of M/s
In the capacity of
Dated this day of 2017.
Suppliers’ / Company’s Official Rubber Stamp

Part 2 (g) – Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

- a)
 - b)
- For and on behalf of M/s
In the capacity of
Dated this day of 2017
Suppliers’ / Company’s Official Rubber Stamp

Part 2 (h) – Interest in the Firm:

Is there any person/persons in KENGEN or any other public institution who has interest in the Firm? Yes/No
..... (Delete as necessary) Institution

(Title) (Signature) (Date)

Part 2(i) – Experience:

Please list here below similar projects accomplished or companies / clients you have supplied with similar items or materials in the years prescribed.

	Company Name	Country	Contract/Order No.	Value	Contact person (Full Names)	E-mail address	Cell phone No.
1							
2							

Part 2 (i) Declaration

I / We, the undersigned state and declare that the above information is correct and that I / We give KENGEN authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full names

.....

Signature.....

For and on behalf of M/s

In the capacity of

.....

Dated thisday of2017.

Suppliers' / Company's Official Rubber Stamp

.....