



TENDER DOCUMENT

FOR

**THE RE-DESIGN, DEVELOPMENT AND
MAINTENANCE OF KETRACO WEBSITE**

TENDER NO: KETRACO/PT/007/2019

DATE OF ISSUE: JUNE, 2019

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SECTION I – INVITATION TO TENDER

TENDER NO: KETRACO/PT/007/2019

THE RE-DESIGN, DEVELOPMENT AND MAINTENANCE OF KETRACO WEBSITE

- 1.1 Kenya Electricity Transmission Company Limited (KETRACO) invites proposals for open tender from firms to carry out the re-design, development and maintenance of KETRACO's website.
- 1.2 A firm will be selected under Least Cost Selection Method and procedures.
- 1.3 Please note that:
 - a. The cost of preparing the proposal and negotiating the contract, including visits to the client etc. are not reimbursable as a direct cost of the assignment and
 - b. The Client is not bound to accept any of the proposals submitted.
- 1.4 The RFP contains the following documents:

Section 1: Invitation to Tender
Section 2: Information to Consultants
Section 3: Technical Proposal (Standard Forms)
Section 4: Financial Proposal (Standard Forms)
Section 5: Terms of Reference
Section 6: Form of Contract for Consulting Services
- 1.5 Please confirm to us in writing using the address below that you are in possession of the Request for Proposal and provide an indication of your intention to bid.

**Supply Chain Management,
Kenya Electricity Transmission Co. Ltd.
KAWI Complex, Block B, Popo Lane, off Red Cross Road, South C, P.O. Box 34942 -
00100 Nairobi, Kenya
Tel: +254 20 4956000
Email: pkubasu@ketraco.co.ke; ckiara@ketraco.co.ke ;**
- 1.6 Eligible Tenderers may obtain further information from the same address during office hours 0730 – 1630 hours.
- 1.7 **Prices quoted shall be inclusive of any applicable taxes and shall remain valid for 120 days** from the closing date of the tender.
- 1.8 Completed Tenders are to be enclosed in plain sealed envelopes marked with the Tender reference number and name and addressed to:

The Company Secretary,
Kenya Electricity Transmission Company Limited
KAWI House, Block B, 4th Floor,
Off Red Cross Road, South C
P.O Box 34942 -00100
Nairobi, Kenya
Tel: +254 20 4956000
Email: dmacharia@ketraco.co.ke

Or be deposited in the Tender Box located at KETRACO offices on second floor, KAWI House, Block B on or before **Tuesday, 25th June 2019 at 10:00 A.M local time.** Tenders will be opened promptly thereafter in the presence of the Tenderers or their representatives who choose to attend.

**Ag. SENIOR MANAGER, SUPPLY CHAIN
FOR: MANAGING DIRECTOR**

SECTION II: INSTRUCTION TO CONSULTANTS

2.0 General Terms and Conditions

2.1 Scope

The Invitation to Bid (RFP) document is for the procurement of consultancy services for “The re-design, development and maintenance of KETRACO’s website” as specified in the Appendix to Information to Consultants. Consultants must comply fully with the requirements set out in this document.

2.2 Eligibility

Participation in this tender process is through open bidding to public organizations/institutions/firms and individuals from Kenya (Citizen Contractors) on equal terms, subject to restrictions and conditions outlined below.

2.2.1 Restrictions

Organizations or individuals who are prohibited from participation or who may have been suspended by KETRACO, on grounds of incompetence or non-delivery of services will not be considered.

If the information provided by the bidder to support an application, especially regarding past performance and references is falsified, such application will be disqualified from consideration.

Any organization in which KETRACO or any of its employees is involved or have ownership, directorship or vested interests, shall not be allowed to propose, submit bids or participate in any way. The Procuring Entity’s employees, committee members, board members and their relatives (spouse(s) and children) are not eligible to participate in the tender.

Organizations or individuals may be excluded from the evaluation and award of contract if they;

- a. Are bankrupt, or are being wound up, or whose affairs are being administered by court, or who have entered into an arrangement with creditors, or who have suspended business activities or who are subject to an injunction against running business by a court of law;
- b. Are subject of proceedings for declaration of bankruptcy, or of an order for compulsory winding up or administration by court, or of an arrangement with creditors, or of any other similar proceedings;
- c. Have been convicted of an offence concerning their professional conduct by a court of law, or found guilty of grave professional misconduct; and
- d. Have not fulfilled obligations relating to payments of taxes or statutory contributions.

2.3 Conflict of Interest

Conflict of interest is described as;

Any event(s) influencing the capacity of a candidate, bidder or contractor to give an objective and impartial profession opinion or preventing him at any moment, from giving priority to interests of KETRACO or

Receipt or granting of any considerations relating to possible contracts in the future or conflict with other commitments, past, present, of a candidate, bidder or contractor, or any conflict with their own interests.

2.4 Request for Clarification

A prospective bidder requiring any clarification of the Tender Document may notify the Company Secretary in writing or by post at the Procuring Entity's address indicated in the Invitation to Tender as specified in the Appendix to Information (clause 1.3). If KETRACO either on its own initiative or in or in response to a request from a bidder, provides additional information on the proposal document, such information will be sent in writing to all bidders.

The Procuring Entity will respond in writing to any request for clarification of the Tender documents, which it receives not later than five (5) days prior to the deadline for the submission of Tenders, prescribed by the Procuring Entity.

Written copies of the Procuring Entity's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective that have duly received the Tender Document.

The Procuring Entity shall reply to any clarifications sought by the Tenderer within two (2) days of receiving the request to enable the Tenderer make timely submission of its Tender

2.5 Clarification and Amendment of RFP Documents

Any request for clarification must be received by KETRACO-Procurement Department in writing as specified in the Appendix to Information (clause 1.3). If KETRACO either on its own initiative or in response to a request from a bidder, provides additional information on the proposal document, such information will be sent in writing to all bidders.

All prospective bidders will be notified of the amendment in writing (hereinafter referred to or otherwise known as addendum) and it will be binding on them. Prospective bidders who choose to view and download the document from the internet shall bear responsibility of reviewing the web periodically to ensure that they are informed on any updates.

2.6 Preparation of Proposals

The proposal and all correspondence and documents, related to the proposal and exchanged by the bidder and KETRACO, must be written in the English Language.

Provided that any printed literature furnished by the bidder may be written in another language provide they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the Tender, the English translation shall govern. The English translation shall be on the Tenderer's letterhead and shall be signed by the duly authorized signatory signing the Tender and stamped with the Tenderer's stamp.

2.7 Preparation of Technical Proposal

- 2.7.1 The Consultants proposal shall be written in English language.
- 2.7.2 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.
- 2.7.3 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 Appendix ITC. 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 ITC, 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.
- 2.7.4 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 five (5) 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 the assignment.
 - (viii) Any additional information requested in Appendix ITC.

2.7.5 The Technical Proposal shall not include any financial information.

2.8 Preparation of Financial Proposal

2.8.1 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 IV). It lists all costs associated with the assignment. If appropriate these costs should be broken down by activity.

2.8.2 Consultants shall indicate on the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract. Each unit or area of assignment must be priced separately in the column provided in the price schedules i.e. prices must be broken into area of assignment. No lump sum pricing of a section or subsection as this will be treated as an incomplete price schedule. Incomplete or partially completed price schedule will be treated as non-responsive and will be rejected.

2.8.3 The consultant shall indicate an out of pocket daily allowance rate that will be used when an out of town travel is required. However, this shall not be included in the price schedule constituting of the total contract sum.

2.8.4 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 ITC specifies otherwise.

2.8.5 Consultants shall express the price of their services in Kenya Shillings.

2.8.6 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.

2.8.7 Prices quoted shall be fixed during the Term of the contract and not subject to variation on any account. A proposal submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

2.8.8 The Proposal must remain valid for 120 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.

2.9 Submission, Receipt, and Opening of Proposals

2.9.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see paragraph. 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.

2.9.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix ITC. 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.

2.9.3 The Tenderer MUST submit a ONE-ENVELOPE BID. 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**." 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.**”

2.9.4 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.

2.9.5 After the deadline for submission of proposals, the Technical Proposal and Financial proposal shall be opened immediately by the opening committee.

2.10 **Proposal Evaluation General**

2.10.1 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.

.10.2

2.11 **Evaluation of Technical and Financial Proposals**

The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference.

Appendix to Information to Consultants

Notes on the Appendix to Information to Consultants

1. The Appendix to information to consultant is intended to assist the procuring entity in providing specific information in relation to corresponding claims in the information to consultants included in Section II and the appendix has to be prepared for each specific consultancy.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the assignment of the consultancy and the proposals evaluation criteria that will apply to the RFP Consultancy.
3. In preparing the appendix the following aspects should be taken into consideration.
 - (a) The information that specifies or complements provisions of Section II to be incorporated.
 - (b) Amendments of Section II as necessitated by the circumstances of the specific consultancy to be also incorporated
 - (c) Section II should remain unchanged and any changes or amendments should be introduced through the appendix.

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 to consultants and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to consultants.

Clause	Appendix to Information
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Ref:	
1.1	<p>1 Name of Client: The procuring entity is KETRACO 2.Recipient: The Services shall be delivered to KETRACO 3.Method of Selection: Least Cost Selection Method</p>
1.2	<p>The name and reference number of the Invitation to Bid is Tender No: KETRACO/PT/007/2019 REQUEST FOR THE RE-DESIGN, DEVELOPMENT AND MAINTENANCE OF KETRACO WEBSITE</p>
1.3	<p>Clarifications</p> <ol style="list-style-type: none"> 1. Requests for clarification quoting the tender number and title must be received by 19TH June 2019 12.00 p.m. East African time. Clarification requests received after this date and time shall not be responded to. Response to queries are expected to have been sent out to all bidders by 21ST June 2019. 2. Clarifications on any aspect of this RFP including the detailed terms of reference must be addressed and submitted to the KETRACO-Supply Chain Department on official letterhead only by registered mail, email address provided or hand delivered to the address and contacts below. 3.The address and contact for submitting proposal and requesting clarifications is as follows: - <p>The Managing Director Kenya Electricity Transmission Company Ltd, KAWI Complex, Block B, Popo Lane, Off Red Cross Road, south C, P.O. Box 34942-00100 Nairobi-Kenya</p>
1.4	<p>The address to send information to the Client is:</p> <p>The Management Representative, Kenya Electricity Transmission Company Ltd, P.O Box 34942 00100 Nairobi. Email: pkubasu@ketraco.co.ke; ckiara@ketraco.co.ke; zasmani@ketraco.co.ke and nkemunto@ketraco.co.ke</p>
	2.0 Preparation of Proposal
2.1	The currency specified for this proposal is Kenya shillings
2.2	The proposal(s) must remain valid for 120 days from the date of submission
2.3	The bidder shall submit one (1) original and one (1) copies of its proposal
	3.0 Submission of Proposal
3.1	Proposals must be received deposited in the tender box before 10.00am East African Time (GMT +3) on Tuesday, 25th June 2019 at 10:00 A.M local time at the address indicated in 1.3
3.2	Bidders must submit the original and a copy of the technical proposal as well as the original of the Financial proposal and a copy. In both cases the proposal must be printed in indelible ink and clearly bound. The original copy must be clearly marked “Original” and copy marked clearly as “Copy”. The Tenderer shall also provide a copy of the tender in PDF Soft copy in a compact disk or flash disk.
3.3	Submission of proposal by electronic mail is not allowed
3.4	<p>Opening of Tender proposals</p> <ol style="list-style-type: none"> 1. Opening of tender proposals shall be undertaken immediately following the proposal submission. Bidders or their authorized representatives are allowed to attend and observe the tender proposals opening if they so choose. The

	<p>bidders or their representatives shall sign a register of attendance.</p> <p>2. The bidder's names and the presence or absence of Bidder's Declaration integrity pact and other such details as KETRACO, at its discretion, may consider appropriate will be announced at the opening.</p>																																													
	4.0 Evaluation and comparison of Proposals																																													
4.1	Currency: The currency for evaluation process will be Kenyan Shillings																																													
4.2	<p>Proposal evaluation and criteria and process</p> <p>In assessing the proposals submitted, the tender evaluation committee shall use a one stage criteria. Technical proposal shall be evaluated out of 100%. Least Cost Method shall be used to evaluate financial proposal.</p> <p>1.Mandatory</p> <p>Firms must provide all the mandatory requirements. Only firms that meet all mandatory requirements proceed to technical evaluation. Tenderers are required to submit copies of the following MANDATORY DOCUMENTS which will be used during Preliminary Examination to determine responsiveness:</p> <table border="1"> <thead> <tr> <th>No.</th> <th>Item</th> <th>Tick Where Provided</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Complete the attached Confidential Business Questionnaire (CBQ)</td> <td></td> </tr> <tr> <td>2</td> <td>Copy of certificate of Registration/Incorporation.</td> <td></td> </tr> <tr> <td>3</td> <td>Copies of PIN and VAT Registration Certificates</td> <td></td> </tr> <tr> <td>4</td> <td>Copy of Valid Tax Compliance Certificate</td> <td></td> </tr> <tr> <td>5</td> <td>Copy of Valid Business Permit/Trade License.</td> <td></td> </tr> <tr> <td>6</td> <td>Names with full contact as well as physical addresses of previous customers of similar contract</td> <td></td> </tr> <tr> <td>7</td> <td>Audited Financial Statements 2016, 2017 & 2018.</td> <td></td> </tr> <tr> <td>8</td> <td>Duly completed Guaranteed Technical Particulars and Statement of Compliance to Technical Specifications</td> <td></td> </tr> <tr> <td>9</td> <td>Statement on Deviations (If applicable)</td> <td></td> </tr> <tr> <td>10</td> <td>Must complete, sign & Stamp the Self declaration that the bidder/person will not engage in any corrupt or fraudulent practice.</td> <td></td> </tr> <tr> <td>11</td> <td>Must complete, sign & Stamp the Self declaration that the bidder/person is not debarred in the matter of public procurement.</td> <td></td> </tr> <tr> <td>12</td> <td>The Bid documents must be bound & serialized.</td> <td></td> </tr> <tr> <td>13</td> <td>Bidders must submit an original and one copies of the bid documents and shall also provide a copy of the tender in PDF Soft copy in a compact disk or flash disk.</td> <td></td> </tr> <tr> <td>14</td> <td>Any other document or item required by the Tender Document. (The Tenderer shall specify such other documents or items it has submitted)</td> <td></td> </tr> </tbody> </table>	No.	Item	Tick Where Provided	1	Complete the attached Confidential Business Questionnaire (CBQ)		2	Copy of certificate of Registration/Incorporation.		3	Copies of PIN and VAT Registration Certificates		4	Copy of Valid Tax Compliance Certificate		5	Copy of Valid Business Permit/Trade License.		6	Names with full contact as well as physical addresses of previous customers of similar contract		7	Audited Financial Statements 2016, 2017 & 2018.		8	Duly completed Guaranteed Technical Particulars and Statement of Compliance to Technical Specifications		9	Statement on Deviations (If applicable)		10	Must complete, sign & Stamp the Self declaration that the bidder/person will not engage in any corrupt or fraudulent practice.		11	Must complete, sign & Stamp the Self declaration that the bidder/person is not debarred in the matter of public procurement.		12	The Bid documents must be bound & serialized.		13	Bidders must submit an original and one copies of the bid documents and shall also provide a copy of the tender in PDF Soft copy in a compact disk or flash disk.		14	Any other document or item required by the Tender Document. (The Tenderer shall specify such other documents or items it has submitted)	
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This order and arrangement shall be considered as the Tender Submission Format for Financial proposal. Tenderers shall tick against each item indicating that they have provided it.

No.	Item	Tick Where Provided
1	Tender Form	
2.	Tender Security (2 %)	
3	Price Schedule(s)	

2. Technical evaluation

The technical evaluation will be on a scoring system marked out of a maximum of 100 marks. Only proposals that score **at least 80%** in this technical evaluation will be deemed to be technically responsive and eligible for financial evaluation. . Marks will be awarded according to the following matrix.

No	Requirement	Marks
1	<p>Profile and experience of the company/consultant:</p> <p>i. The firm should have proven expertise and experience in web development, hosting and maintenance for reputable organizations over the last five (5) years. Attach a minimum of three reference letters from the firms on previous works done). (10 marks)</p> <p>ii. Provide a list of assignments undertaken on website development, hosting and maintenance handled/completed during the last 5 years along with names of the clients and URLs (including contact person, address and phone numbers). This must include the three referees provided above. (15 marks)</p>	<i>25marks</i>
2	<p>Professional/technical capacity/capability</p> <p>The support team proposed for the project should have relevant experience and professional qualifications or university education in Information Technology, computer science, website design and programming or other relevant field.</p> <p>Team Leader (Attach CV of team leader)</p> <p>i. Demonstrate experience of not less than five (5) years in website design, development and maintenance. (5 marks)</p> <p>ii. University education in Information Technology, computer science, website design and</p>	<i>20marks</i>

	<p>programming or other relevant field (5 marks)</p> <p>Other Staff Professional (Attach CV)</p> <p>Attach copies of academic and professional qualifications and CVs of at least three (3) proposed team members who should include programmers and web designers with a minimum of three (3) years' experience in similar assignments (10 marks)</p>	
3	<p>Methodology and scheduling of the assignment in response to the tender.</p> <p>The proposal must include a detailed approach and methodology to be employed and provide description of work schedule and implementation plan, time table and activity plan for the assignment.</p>	<i>20marks</i>
4	<p>Demonstrate development of dynamic websites that include API integration capabilities (specific reference sites to be included on this)</p>	<i>10marks</i>
5	<p>Provide a demo of a designed website (home page and one additional page) modeled on the existing KETRACO website and submitted through CD, flash disk or provide a link. This should demonstrate:</p> <ul style="list-style-type: none"> • Creativity & brand integration, • Site arrangement and ease of navigation, • Color combination and aesthetics, • Accessibility to all users(considering the disable), • Browser compatibility, • Demonstrate capabilities to capture hits, domains and IP addresses for security purposes, • Standard feedback forms with appropriate categorization capability to ensure specific comments are saved in appropriate tables. • This should have text boxes that enables visitors to give brief feedback comments, • Easy integration with social media platforms such as Facebook, Instagram, LinkedIn, Twitter, YouTube, Flickr, among others, and • The site should have a Content Management System (CMS) for updating the site. 	<i>25marks</i>
	Total Score	<i>100 marks</i>

The minimum technical score required to pass is 80 points. Only firms that meet minimum technical score shall be considered for financial evaluation.

2.12 Evaluation of Financial Proposal

- 2.12.1 After Technical Proposal evaluation, 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 unpriced 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.
- 2.12.2 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.
- 2.12.3 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.
- 2.12.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.12.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 2.12.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.13 Negotiations

- 2.13.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix to “ITC”. The aim is to reach agreement on all points and sign a contract.
- 2.13.2 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.
- 2.13.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.13.4 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.

2.13.5 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.

2.13.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.14 Award of Contract

2.14.1 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.

2.14.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix ITC.

2.14.3 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.

2.14.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.14.5 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.

2.14.6 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.

2.15 Confidentiality

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.

2.16 Corrupt or fraudulent practices

2.16.1 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.

- 2.16.2 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.
- 2.16.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

2.17 Performance Security

- 2.17.1 Within fourteen (14) days of the contract signature date of, the successful Tenderer shall furnish KETRACO with a Performance Security which shall be an original Bank Guarantee that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document.
- 2.17.2 The Performance Security shall be issued by a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya.
- 2.17.3 The Performance Security shall be the sum of ten percent (10%) of the contract value. It shall be in the currency of the contract price.
- 2.17.4 KETRACO shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the successful Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KETRACO. The period for response shall not exceed three (3) days from the date of KETRACO's query. Should there be no conclusive response by the Bank within this period, such successful Tenderer's Performance Security may be deemed as invalid.
- 2.17.5 Failure of the successful Tenderer to furnish an authentic Performance Security, the award shall be annulled and the Tender Security forfeited, in which event KETRACO may notify the next lowest evaluated Tenderer that its Tender has been accepted.

SECTION III - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

- 3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultant's own risk and may result in rejection of the consultant's proposal.
- 3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.

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):	Completion Date (Month/Year):	Approx. Value of Services (Kshs)
Name of Associated Consultants. If any:		No of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of project:		
Description of Actual Services Provided by Your Staff:		
Firm's Name: _____		
Name and title of signatory: _____		

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.

4. 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 authorised representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

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

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

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	13 th
Activity (Work)													

(b). Completion and Submission of Reports

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

SECTION IV - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

- 4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. The costs should be broken down to be clearly understood by the procuring entity.
- 4.2 The financial proposal shall be in Kenya Shillings
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

Table of Contents

1. Financial Proposal Submission Form
2. Summary of Costs
3. Breakdown of Price/per Activity

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]*

2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		

3.BREAKDOWN OF PRICE PER ACTIVITY

No	ITEM	QTY	Rate In Kshs	AMOUNT	VAT	TOTAL AMOUNT INCLUSIVE OF VAT	DELIVERY PERIOD
1	IMPLEMENTATION OF THE RE-DESIGN AND DEVELOPMENT OF KETRACO WEBSITE	LOT					
2	MAINTENANCE AND SUPPORT FOR 3 YEARS	LOT					
3	5 DAY OFFSITE TRAINING FOR CONTENT CREATORS AND ADMINISTRATORS(15 PAX)	LOT					
	TOTAL						

SECTION V - TERMS OF REFERENCE

5.1 INTRODUCTION

KETRACO was incorporated in December 2008 under the Company's Act Cap 486 as a state corporation wholly-owned by the Government. The Company was established to plan, design, construct, own, operate and maintain high voltage (132kV and above) electricity transmission grid and regional power interconnectors, in line with Kenya Vision 2030. This is aimed at increasing electricity access by expanding the transmission network, strengthening the national grid and protecting electricity consumers from high retail tariffs.

Our Vision

To be a world-class electricity transmission company and the leading interconnector in Africa.

Our Mission

To provide reliable, efficient and effective electricity transmission and promote power trade for sustainable socio-economic development.

Our Mandate

KETRACO's mandate is to plan, design, construct, own, operate and maintain high voltage electricity transmission grid and regional power interconnectors. In carrying out this mandate, the Company aims at developing a robust grid system in order to:

- a) Improve quality, reliability and safety of electricity supply throughout the country;
- b) Transmit electricity to areas that are currently not supplied from the national grid;
- c) Evacuate power from the planned generation plants;
- d) Provide a link with the neighbouring countries in order to facilitate power exchange and trade in the East African region;
- e) Reduce electricity transmission losses hence reduce the cost to the economy; and
- f) Protect electricity consumers from high cost of power by absorbing the capital cost of transmission infrastructure.

Our Core Functions

Arising from the mandate, the Company's core functions include:

- a) Planning the National Electricity Transmission Grid;
- b) Financial resource mobilization for operations and financial sustainability;
- c) Design of power transmission infrastructure;
- d) Construction of power transmission infrastructure;
- e) Operation of the transmission system;
- f) Maintenance of power transmission infrastructure;
- g) Power management and trade

Our Core Values

a) Customer focus, b) Integrity, c) Team work, d) Innovation, e) Sustainability, and f) safety

5.2 DELIVERABLES AND GENERAL SPECIFICATION

A. TECHNICAL REQUIREMENTS

5.2.1 Technical evaluation Criterion

<u>CRITERION</u>	TENDERER'S RESPONSE/ COMPLIANCE (FC, PC, NC)	REMARKS
<i>Technical Compliance</i>		
1. Website should run independent of IP Address. i.e. IP Addresses should not be hard coded in the source code/configuration.		
2. Server should be IPv6 compliant.		
3. Website should be able to open in all four ways. For example, <ul style="list-style-type: none"> • https://www.ketraco.co.ke • www.ketraco.co.ke • https://ketraco.co.ke • Ketraco.co.ke 		
4. Website should be running on SSL i.e. http request should automatically get redirected to https. The website must be secured with a SSL (Secure Sockets Layer) certificate. SSL is a standard security technology for establishing an encrypted link between a web server and a browser. This link ensures that all data passed between the web server and browsers remain private and integral. The hosting server must be firewalled, antivirus protected and independent from KETRACO network. (Ketraco has existing SSL certificates for use)		

5. Website should be compatible to run on multi server environment for load sharing.		
6. Website should be compatible for accessibility from any device, any Operating System and any browser.		
7. Platform used for Website such as OS, DB, Java, etc. software should be minimum N-1 where N is the latest version prevailing.		
8. Intellectual Property Rights (IPR) of the source code shall remain with KETRACO.		
9. CAPTCHA should be present for web pages with form field such as feedback form, registration form etc.		
10. Logging to be enabled for Web Server / DB Server.		
11. Password should not be hardcoded in any website configuration files or stored in plain text. Passwords should be properly hashed and salted to reduce the effectiveness of password cracking.		
12. For development of bilingual website (Kiswahili).		
13. Font Standard (Ability to increase the font to accommodate persons living with disability).		
14. The pages should be printer friendly i.e. all the pages shall be displayed and printed upon demand by user		
15. To improve the experience of the Web on mobile devices and other handheld devices like iPad, tablets etc. the website needs to be developed with “One Web” concept. One Web means making, as far as is reasonable, the same information and services available to users irrespective of the device they are using.		
16. Adobe Flash is a dying technology no longer being actively supported on mobile platforms. As such use of “Flash” is not permitted. HTML5 is the preferred technology for displaying media.		
17. Level 0 check to be complied by the developer for GIGW compliance and address Top-10 vulnerabilities as per Open Web Application Security Project (OWASP)		

18. The site should not accommodate pop-ups; however, it should have a capacity to conduct online surveys when necessary. The online survey feature should be set in such a way that it can be activated depending on the needs of KETRACO.		
19. The site maintenance should adhere to the Website Information Security guidelines issued by the National Kenya Incidence Response Team Coordination Centre (National KE-CIRT/CC). This relate to controls against malicious code, logging and monitoring, back-ups, access control and authentication, mobile code, among others.		
20. Should allow archiving of history databases or reports.		
21. Full access (root access) to the webserver shall be given to KETRACO		

5.2.2 Inspection and testing requirements

1. The inspection of installation of services shall be carried out to check whether the services are in conformity with the technical requirements mentioned in the tender. The tenderer will test all operations and accomplish all adjustments (tuning) necessary for successful and continuous operation of the Website to the satisfaction of KETRACO.
2. The project will be treated as “complete” only if:
 - User Acceptance Testing / Formal Acceptance Tests is completed.
 - Final Source code along with Security Audit Certificate (with Hash5 code) of the project along with Intellectual Property Right is submitted to KETRACO by developer.
 - Documentation of Source Code along with Administration/User Manuals needs to be submitted and handover to KETRACO is completed and signed off.
 - Any vulnerability found during a secondary security audit to be conducted by KETRACO after the preliminary audit done by the Tenderer, has to be closed accordingly by the developer to ensure complete security audit done successfully.

5.2.3 Operations and Maintenance requirements

The Successful tenderer shall maintain and Support the supplied software for a period of 3.5 years i.e. Three years and six months after the successful operational acceptance. The first six months of maintenance should be included free with all application maintenance activities and the next 3 (Three) years will be paid maintenance. The Operation and Maintenance will consist of:

- Resolution of errors/bugs (if any), software updates, design layout, changes in the software that may be necessary due to legal/statutory or business environment changes etc.
- Providing all software updates and patches released with the hardware OEM, update and patch management, resolution of any issues/problems with the hardware etc.
- Successful Tenderer shall provide a dedicated project manager (though not required to be deployed full time) and developer(s) during the period of the contract that should be present for discussions, important meetings and should act as one-point contact for KETRACO.
- Resources (need not be onsite) for maintenance of website.
- No extra cost shall be remunerated by KETRACO on account of such maintenance activities mentioned herein above.

5.2.4 Hosting

We have an elastic VPS in our Platform as a Service (PaaS). It runs on CentOS 7 Linux with the ISPmanager Control Panel. The auto scaling feature of the PaaS is currently turned off. Our current site is written in HTML. Please note that the PaaS does not support Windows.

The consultant shall build the website on Linux. HTML5 is the preferred technology for displaying media. **KETRACO already has a hosting site so the quote shall not include hosting fees.**

5.2.5 Operational acceptance

Successful completion of the contract will be gauged through a series of formal acceptance tests performed on all aspects of the system/sub systems:

- Bidder must host the services from its own testing server.
- The integration should be completed before the official launch of the application.
- In the go-live phase, Bidder will have to manage and roll out a beta stage where the system will be made available and restricted only to the content administrators through an appropriate mechanism on the web, and conduct user acceptance testing of the System based on test cases developed by the Bidder in consultation with KETRACO and validated by KETRACO. Based on the test results, required changes will be carried out and tested. Post this, KETRACO website will be officially launched and operational acceptance will be complete.

The Successful bidder must agree to above criteria for complete system acceptance and further agrees that:

- It will provide without additional charge to KETRACO and in a timely manner, all additional services and products not identified and accounted within the proposal as may be necessary to correct all problems which are preventing acceptance.

- In order to accept the system, KETRACO must be satisfied that all of the work has been completed and delivered to KETRACO'S complete satisfaction and that all aspects of the system perform acceptably. The functional/logical acceptance of the system will only be certified when the proposed system is installed and configured according to the design and that all the detailed procedures of operating them have been carried out by the consultant in the presence of KETRACO staff

5.2.6 Training and Development

The tenderer shall develop a comprehensive training plan. The plan will include the details of the 5-day formal offsite training and milestone training for design, knowledge transfer, security audits, content creation and administration.

B. FUNCTIONAL SPECIFICATIONS

5.2.7 General content requirements

KETRACO website will be the primary source of information for the public and other stakeholders. It is thus important that comprehensive, correct and up to date information is made available along with multiple services provided to the stakeholders through the website. In addition the scripting should be tailored towards search engine optimization

The website should include the following functionality

Email (contact us)

News

Feedback (Pop up forms)

In site search

Staff portal access

Analytics

Photo and Video gallery

Automatic homepage recover

CMS with remote administration

Tender application

Jobs application

1.

5.2.7 Key elements

1. Responsiveness

- Provide optimized user experience for the website visitors regardless of viewing device.
- Ensure good optimized user experience.
- Mobile optimization is key.

2. User friendly navigation

- Provide clear labels that direct customers to various pages.
- Let them know what page they are on and how to return to the homepage.
- Include search function

3. Search engine optimization strategy

- Include key words related to the company's target market and integrate them in the website content.
- Enhance online visibility of the website.
- Enhance coding as some scripts are not supported by html.
- Increase probability of findability and viewability of our website.
- Citizen and portal users should be able to search within portal. The portal should provide metadata and 'full text search' based on search functionality. For providing search functionality the Portal should comply within defined processes for defining metadata, managing metadata schema changes and master data changes. Search must allow the archived content to be included (or excluded). Advanced search facility based on multiple filters should be provided. Search option should be bilingual.
-

4. **Language**

- Have clear calls to action
- Concise and directive language to guide users to take action
- Minimize use of jargons, use language that can easily be understood instead
- Avoid being too wordy
- Declutter the home page – less text,
- Reduce texts to what we do and why we matter
- Call to actions – prompt visitors to visit pages with in the site
- Partnering, welcoming language – we, us, our etc.
- Use simple, easy to grasp language for better readability

5. **Graphics and display**

- Have big bold crisp pictures (with reduces size for mobile users)
- Consistency in font sizes – nothing below 11
- Neat display
- Fill up the page, end to end
- Introduce white space to declutter the home page
- Minimize the green colour
- Use correct images to emphasize on the content

6. **Content Management:**

- Authorized KETRACO users shall able to upload the Content such as Photos, News, Project Information, Contact details etc. on website.
- Contents must be in Unicode format. Content Management System should have following features or capabilities: Content Authoring, Publishing, Delivery, Content Storage Management, Content exit and Archival
- Should have preconfigured generic templates and workflows for the content management
- Distributed authorship of portal content across divisions.

- Separation of content from presentation, which allows authors to focus on content rather than web design.
- Management of revision, approval, publishing and archiving processes in an easy and automated manner.
- Centralised template management for consistency within portal. Content repurposing for different audiences and different interfaces.
- Facilitated metadata generation and management which enables effective content discovery.
- Content storage management of all types of content; text graphic, audio, video etc. In context contribution, purview, updates and approvals.
- Email notifications for automated content edits and reviews. Native content conversion to web formats.
- Both dynamic and scheduled publishing models. CMS should be able to generate content feeds.
- CMS should be able to be integrated with any workflow systems, which supports e-forms.

7. Complaint Management:

Should have options for registering complaints online, it should be Bilingual, Printable with Logo & as a letter head, have an e-mail facility and enhance Report generation.

8. Feedback:

- Should have options for filling an online feedback form. Necessary field such as Necessary field such as contact detail i.e. Name, e-mail, Phone no. & Comment Box should be available. It should be Bilingual, Printable with Logo & as a letter head, e-mail facility, Report generated.
- There should be a standard feedback form with appropriate categorization capability to ensure specific comments are saved in appropriate tables. This will involve creating a text box that enables visitors to give brief feedback comments.
- Provide a feedback interface on the news articles.
- The website should be able to generate and analyze statistics of current usage and provide an online report.

- It should have capability to allow interface for mass mailing to be provided under the CMS. The system should equally allow mails to be delivered quickly when prompted, email tests to be sent when required, allow for subscription/un-subscription, change of contact details and preference settings on the website.
- It should be noted that the database of such contacts and all information will remain the property of KETRACO at all times and none of the information should be shared, sold, or disclosed to third parties.

III DISABLED FRIENDLY CONSIDERATIONS

KETRACO web content should be accessible to people with disabilities. It should therefore be compliant with the international guidelines for accessible web content. At the very minimum, it must conform to the basic standards recommended by the Web Content Accessibility Guidelines (WCAG) 2.1.

1. Include alt tags on all images, audio file, video and plug in
2. Alt descriptions should describe the purpose of the objects
3. If an image is also used as a link, the alt tag should describe the graphic and the link destination
4. Include audio descriptions (screen reader) and text transcripts
5. Put periods in abbreviations i.e., as K.F.S rather than KFS
6. Utilize color and contrast control (be wary of using yellow, blue and green close to one another - this is especially difficult for colorblind users)
7. Allow users to view the website in the color and font sizes in their web browser and operating system
8. Allow users to specify the text and background colors as well as the font sizes need to see the content on the page
9. Describe your links
10. Create a link to the video rather than embed it in the website
11. Use text caption, subtitles and transcripts in all videos

12. Get clickable i.e., give the clickable item a wider range so the user can click on it within the item's general area
13. Data tables should have the column and row headers appropriately identified using a tag
14. Table cells should be associated with appropriate headers (with the id, headers, scope or axis HTML attributes)
15. Break the text it into smaller paragraphs
16. Use simple, straightforward language in the active voice
17. Use detailed text descriptions to accompany complex graphics
18. Use descriptive ghost text for forms.
19. When form controls are text input fields, use the LABEL element.
20. Simplify Tasks i.e., limit the number of options available, provide users with a cohesive and narrow decision structure and avoid the use of simultaneous tasks.
21. Provide a link to a disability-accessible page where the plug in can be downloaded.
22. Make all PDFs available also in HTML format.
23. Include a section that lays out all of the ways the site is accessible.

2.5 RESPONSIBILITY AND CONTRACT SUPERVISION

KETRACO shall provide liaison person for this purpose.

2.6 CONFIDENTIALITY

The successful Consultant and KETRACO shall keep confidential any information, documents, specifications supplied in the course of this exercise.

Any software, hardware, data, awards, certificates, patent, etc. shall be absolute property of KETRACO. The Successful bidder will transfer to KETRACO all Intellectual Property Rights in the Software developed. The source code supplied to the Department shall be a complete,

accurate, and up-to- date copy corresponding exactly to the current production release of the software.

2.7 IMPROVEMENT OF TERMS OF REFERENCE

The Consultant may offer suggestions and improvements in the Terms of Reference which he/she considers would result in better implementation of the project. Such proposals if accepted will form part of the Terms of Reference of the assignment.

2.7 CLARIFICATIONS

Questions for clarifications may be submitted to pkubasu@ketraco.co.ke; ckiara@ketraco.co.ke; zasmani@ketraco.co.ke and nkemunto@ketraco.co.ke

SECTION VI - STANDARD FORMS OF CONTRACT

**CONTRACT FOR THE RE-DESIGN, DEVELOPMENT AND MAINTENANCE OF KETRACO
WEBSITE**

(CONTRACT NO. KETRACO/PT/007/2019)

BETWEEN

KENYA ELECTRICITY TRANSMISSION COMPANY LTD

AND

XYZ COMPANY LTD

DATED: _____

“ This agreement is made the day of, 2019 between **KENYA ELECTRICITY TRANSMISSION COMPANY LIMITED**, a state corporation incorporated under the Companies Act, Chapter 486 of the Laws of Kenya having its principal place of

business at Kawi Complex, Block B, Popo Lane, Off Red Cross Road, South C, Nairobi, P.O. Box 34942-00100, Nairobi (hereinafter referred to as “KETRACO”) and **XYZ**, a company incorporated under the Companies Act, Chapter 486 of the Laws of Kenya having its offices at (hereafter referred to as “the Consultant”)

WHEREAS;

Vide an *Invitation to Tender* No: **KETRACO/PT/007/2019** for “TENDER FOR PROVISION OF CONSULTANCY SERVICE FOR THE RE-DESIGN, DEVELOPMENT AND MAINTENANCE OF KETRACO WEBSITE

- A. ” dated XXX, KETRACO invited tenders for the procurement of consultancy service
.....
- B. KETRACO has accepted the Consultant’s tender dated XXX 2019 for provision of consultancy service for for a consideration of the sum of **Kenya Shillings xxxxxx**
- C. The consultancy shall be implemented as a lump sum contract as follows:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

1. DEFINITIONS AND INTERPRETATION

Expressions defined in this Agreement shall, unless the context otherwise requires, have the same meaning as defined in the Invitation to Tender dated xxx, 2019 and in the event of discrepancy, the definitions in this Agreement shall prevail.

1.1 In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

“**Agreement**” means this document of contract.

“**Act**” means an Act of Parliament and any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made thereunder.

“**Commencement Date**” means the xxx 2019

“**Contract Price**” means the price payable to the Consultant under the Contract for the full and proper performance of the Services, being **Kenya Shillings xxxxxx** which amount is inclusive of taxes.

“**Kick – Off Meeting**” means a meeting to be held between the representatives of the Consultant and KETRACO to establish protocols of communication that shall be used

during the Contract's implementation, (b) to develop and / or refine a work plan / delivery schedule and (c) To agree on the form and submission of reports that shall be required from the Consultant during the Contract's implementation.

“Services” means the provision of consultancy service for the re-design, development and maintenance of KETRACO website.

“Signature Date” means the date on which the last of the Parties executes this Agreement which date shall be indicated heretofore and on the cover page of this Agreement.

“Term” means the term of the Contract as defined in Clause 2

- 1.2 Words importing the masculine gender only shall where the context so requires import the feminine gender or (as the case may be) the neutral gender.
- 1.3 The headings and table of contents are for convenience only and may be ignored in construing this Agreement.
- 1.4 Except where the context determines otherwise, the singular includes the plural and vice versa.
- 1.5 References to Clauses, recitals and Schedules are, unless otherwise specified, references to Clauses of, and Schedules and recitals to this Agreement.
- 1.6 The words “include,” “including,” and “in particular” are used by way of illustration only, and shall not be construed as, nor shall they have the effect of, limiting the generality of the preceding words;
- 1.7 References to a Party are references to a party to this Agreement, including that Party's assigns or transferees permitted in accordance with the terms of this Agreement and its successors in title;
- 1.8 The schedules form part of this Agreement, and capitalized terms and abbreviations used in the schedules which are not defined therein shall have the meanings given to them in this Agreement and in the event of any conflict between this Agreement and Annexures, this Agreement shall prevail.
- 1.9 Words indicating persons or parties includes corporations and other legal entities, except where the context requires otherwise.

2. TERM

This Agreement shall come into force and effect on the Signature Date and shall continue in full force and effect for 36 Months unless earlier terminated or extended by Parties' agreement in writing.

3. THE CONTRACT

The following documents shall comprise the Contract and each shall be read and construed as an integral part of the Contract;

- a) This Agreement
- b) The Invitation to Tender dated XXX 2019
- c) The Consultant's tender dated XXX 2019

- d) The Notification of Award dated XXX 2019
- e) The Consultant's acceptance dated XXX 2019

4. ORDER OF PRECEDENCE

In the event of any discrepancy the documents listed in Clause 3 above, the order of precedence shall be the order in which the documents are listed in Clause 3.

5. DELIVERY OF SERVICES

- 5.1 In consideration of the Contract Price being paid by KETRACO to the Consultant, the Consultant hereby covenants to deliver the Services for the duration of the Term.
- 5.2 The Commencement Date shall be xxxx, 2019 where after the Consultant shall commence Delivery of the services provided that on or before the Commencement Date, the Consultant shall have provided KETRACO with a valid Performance Security in the manner and form prescribed in Clause 7.
- 5.3 Services shall be delivered in accordance with Schedule 2 – Agreed Work Plan which Schedule may be amended or varied at the Kick-Off Meeting.
- 5.4 The Services shall be performed as set out in Schedule 2 or as otherwise agreed between the Parties.

6. WARRANTIES

The Consultant warrants that:

- 6.1 it will provide the Services in a proper and professional manner at all times;
- 6.2 it will exercise the reasonable standards of skill, care and diligence in the performance of the Services;
- 6.3 it will retain a sufficient number of personnel with the expertise required to provide the Services; and
- 6.4 its personnel possess the required skills and experience required to provide the Services.

KETRACO warrants that:

- 6.5 it shall demonstrate commitment to implementation of requirements of the standards under the scope of this agreement
- 6.6 it shall provide the requisite resources including availing of staff for purposes of auditing of the systems
- 6.7 it shall adhere to the payment obligations as per clause 8 of this agreement

7. PERFORMANCE SECURITY

- 7.1 No later than five (5) days after the Signature Date, the Consultant shall furnish KETRACO with a Performance Security which shall be an irrevocable on-demand Guarantee in the form contained in Schedule 3, issued by a Bank licensed by the Central Bank of Kenya and acceptable to KETRACO.

- 7.2 The Performance Security shall be for a sum equivalent to ten percent (10%) of the Contract Price.
- 7.3 The proceeds of the Performance Security shall be payable to KETRACO as compensation for any loss resulting from the Consultant's failure to deliver the Services in accordance with the Contract without KETRACO being required to demonstrate the loss it has suffered.
- 7.4 The Performance Security shall be valid for a minimum of Sixty (60) days after effluxion of the Term.
- 7.5 KETRACO shall seek authentication of the Performance Security from the issuing bank. It shall be the responsibility of the Consultant to ensure its issuing bank is aware of the need to respond directly and expeditiously to communication from KETRACO on the security. The Consultant shall ensure that the issuing bank responds to such communication within five (5) days failing which the security may be deemed as invalid and the Contract nullified.
- 7.6 It shall be the responsibility of the Consultant to ensure that its Performance Security is valid at all times during the period of the Contract, and is equivalent to 10% of the Contract Price.
- 7.7 The Performance Security if not hitherto enforced shall be discharged by KETRACO and returned to the Consultant not more than Sixty (60) days after effluxion of the Term of the Contract.

8. PAYMENT FOR SERVICES

- 8.1 Payments shall be made promptly by KETRACO and shall not be more than Forty-Five (45) days from completion of satisfactory performance evidenced by supporting reports as per agreed milestones detailed in Clause 8.3 and issuance of supporting reports and submission of invoice which shall conform with the following requirements;
An invoice for the Services shall be dated and shall bear:
 - i. Correct company name, PIN and address of KETRACO and the Consultant
 - ii. Breakdown of value added tax
 - iii. The Consultant's bank account
 - a) KETRACO shall not later than 15 days after receipt of an invoice either certify the same as accurate and payable, or return it to the Consultant with reasons for rejecting the same.
 - b) Not more than 30 days after the invoice has been certified as accurate and payable by KETRACO Representative, an installment shall be transferred to the Consultant's bank account in Kenya Shillings.
- 8.2 Payment shall primarily be through KETRACO's cheque or Real Time Gross Settlement (RTGS) or telegraphic transfer.
- 8.3 Payments shall be made against completion of the agreed milestones detailed below: -

TIMELINE	MILESTONE/DELIVERABLE	% CONTRACT SUM	AMOUNT (Incl. VAT)
TOTAL			Kshs.

8.4 KETRACO will have ten (10) business days after receipt of any Deliverable (or portion of Deliverable, if such Deliverable is to be delivered in milestones as set forth in the Schedule 1 and 2) to review such Deliverable. If a Deliverable does not comply with the specifications for such Deliverable, the Employer may reject such Deliverable, in its sole discretion, by written notice of rejection to the Consultant. The Consultant will correct any material deficiencies and provide the Customer with a revised Deliverable as soon as practicable. KETRACO will have the right to accept or reject the corrected Deliverable in accordance with this Section. If the Consultant does not correct a material deficiency, KETRACO may elect to terminate this Agreement in its entirety. Upon any such termination, KETRACO shall be entitled to a refund of all amounts paid to the Consultant under this Agreement.

8.5 Where KETRACO has required the Consultant to remedy a defect in the provision of services, KETRACO shall be entitled to reject an invoice that includes the services until the defect is rectified.

9. PRICES

9.1 Subject to Clause 10 herein below, prices charged by the Consultant for services delivered under the contract shall be fixed for the period of the contract with no variations.

9.2 The Consultant’s total remuneration shall not exceed the Contract Price and shall cover all staff costs, printing, communications, travel and any other costs incurred by the Consultant in carrying out any services described therein.

9.3 The agreement price is payable in Kenya Shillings

9.4 Unless otherwise specified in the agreement, the Consultant shall pay such other taxes, duties, fees and other impositions as may be levied under the applicable law, the amount of which is deemed to have been included in the Contract Price.

10. VARIATION OF CONTRACT

- 10.1 In the event circumstances should arise so as to necessitate a variation of this Agreement with respect to the Contract Price, KETRACO and the Consultant may vary the contract only in accordance with the following:
- a) the quantity variation for services shall not exceed 10% of the original contract sum
 - b) the variation must be executed within the period of the contract.
- 10.2 Any other modification of the terms and conditions of this Agreement including the modification of the scope of services shall only be made by a mutually consented written agreement between the parties.

11. AUTHORISED REPRESENTATIVES

Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by KETRACO or the Consultant may be taken or executed by the officials specified hereunder;

For KETRACO:
P.O Box 34942, 00100, Nairobi.
Tel: xxxxx
Email:

For the Consultant: xxxxx
P.O Box xxxx
Tel: xxxx
Email: xxxxx

12. PERSONNEL

- 12.1 The Consultant represents that it has, or will secure at its own expense, all personnel required in performing all of the services required under this Agreement. Such personnel shall not be employees or have any contractual relationships with KETRACO.
- 12.2 The Consultant shall assign such person or persons (Project Personnel or Key Personnel), as it deems appropriate to perform the Services required under this Agreement.
- 12.3 KETRACO has the right to approve or reject the Project Personnel proposed by the Consultant at any time. Furthermore, the Consultant shall provide the individuals designated as Key Personnel in Table 1 below. These individuals will be dedicated to perform the services under this Agreement for the duration of this Agreement unless the individual becomes unavailable to perform as a result of death, illness, disability,

termination of his or her employment relationship with the Consultant or KETRACO elects to reduce staff levels or change designated Key Personnel.

- 12.4 If an individual designated as Key Personnel becomes unavailable for one of the reasons specified herein, The Consultant shall provide KETRACO with other similar qualified Project Personnel.
- 12.5 KETRACO shall have the right to require removal of any Project Personnel and/or Key Personnel from the Consultant's Project team upon delivery of written notice thereof to the Consultant.
- 12.6 The Consultant agrees that any employee, personnel or agent, having access to KETRACO's premises or to any records or information relating, pertaining to or included in this Agreement shall be required to provide his or her name, and a copy of his or her National Identity number.

13. ASSIGNMENT

The Consultant shall not assign in whole or in part any of its obligations to perform under the Contract, except with KETRACO's prior written consent.

14. CONFIDENTIALITY

- 14.1 The Consultant shall maintain the confidentiality of all Confidential Information disclosed to it and shall take all necessary precautions against unauthorized disclosure of the Confidential Information. The Consultant shall not directly or indirectly disclose, allow access to, transmit or transfer any Confidential Information to any third party without the prior written consent of KETRACO. The Consultant shall not use or copy any Confidential Information except as may be reasonably required to perform the Services.
- 14.2 The Consultant acknowledges that KETRACO has received and in the future may receive from third parties their confidential or proprietary information subject to a duty on the part of KETRACO to maintain the confidentiality of such information and to use it only for certain limited purposes. The Consultant shall hold all such confidential or proprietary information in the strictest confidence and shall not disclose it to any person, firm or corporation or use it except as necessary in providing the Services hereunder in a manner consistent with KETRACO's agreement with such third party.
- 14.3 The Consultant shall ensure that each employee and Consultant who is provided access to KETRACO Confidential Information executes a confidentiality agreement pursuant to which such employee or Consultant is obligated to protect KETRACO Confidential Information to the same extent as the Consultant is required to protect such information hereunder. The Consultant shall provide copies of such executed documents to KETRACO upon request.
- 14.4 Upon the request of KETRACO, and in any event upon the termination or expiration of this Agreement, the Consultant shall immediately return to KETRACO all materials,

including all copies in whatever form, containing any Confidential Information which are in the Consultant's possession or under its control.

- 14.5 The Consultant acknowledges and agrees that monetary damages may not be an adequate remedy to compensate KETRACO for any breach of the Consultant's obligations hereunder in respect of Confidential Information. Accordingly, Consultant agrees that, in addition to any and all other remedies available to KETRACO under this Agreement or at law or in equity, KETRACO shall be entitled to obtain relief by way of a temporary or permanent injunction to enforce such obligations.
- 14.6 The Consultant represents and warrants to KETRACO that (i) its performance hereunder shall not breach any agreement or other obligation to keep confidential the proprietary information of any prior employer or client of the Consultant or any other third party, and (ii) it will not bring to KETRACO, and shall not use in the performance of its work with KETRACO, any trade secrets, confidential information and other proprietary information of any prior employer or client of the Consultant or any other third party.

15. INDEMNITY AND LIABILITY

- 15.1 Each Party ("the First Party") shall indemnify and holds the other Party ("the Non-breaching Party"), its affiliates and employees harmless from and against any direct costs or damages that may be incurred by the Non-breaching Party as a result of claims for negligence or breach by the First Party of any of its obligations in terms of this Agreement and such indemnity shall extend to the reasonable cost that may be incurred by the Non-breaching Party in defending any action instituted against it subject to Clause 11.2.
- 15.2 The total liability under this Clause shall not exceed the Contract Price. Liability in any case of fraud, deliberate default or reckless misconduct shall however not be limited.

16. TERMINATION OF CONTRACT

16.1 TERMINATION BY KETRACO

KETRACO may terminate this Contract by not less than thirty (30) days' written notice to the Consultant to be given after the occurrence of any of the events specified in this Clause: -

- a) If the Consultant fails to provide a Performance Security, or the issuing bank fails to confirm the Performance Security's authenticity as stipulated in this Agreement.
- b) If the Consultant fails to render the Services within the time frame stipulated in Clause 5 of this Agreement.

- c) If the Consultant does not remedy a failure in the Delivery of the Services within ten (10) days after being notified; or any other period as demanded by KETRACO.
- d) If the Consultant becomes bankrupt.
- e) If KETRACO in its sole discretion decides to terminate this contract.
- f) If the Consultant, in the judgment of KETRACO has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement. For the purpose of this clause: “**Corrupt practice**” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in Agreement execution. “**fraudulent practice**” means a misrepresentation of facts in order to influence a selection process or the execution of an Agreement to the detriment of KETRACO, and includes collusive practice among Suppliers (prior to or after submission of the Tender document) designed to establish prices at artificial non-competitive levels and to deprive KETRACO of the benefits of free and open competition.
- g) If, as a result of Force Majeure, the Consultant is unable to perform the services for a period of more than ten (10) days.

In the event that KETRACO terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, the services of another Supplier to render the Services.

16.2 TERMINATION BY THE CONSULTANT

The Consultant may terminate this Contract by not less than thirty (30) days’ written notice to KETRACO to be given after the occurrence of any of the events specified in this Clause: -

- a) If KETRACO fails to convene a Kick-Off Meeting for more than fourteen (14) days after the Signature Date,
- b) if KETRACO fails to pay any monies due to the Consultant pursuant to this Agreement and not subject to dispute within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue; or
- c) If, as a result of Force Majeure, the Consultant is unable to perform the Services for a period of more than ten (10) days.

16.3 CONSEQUENCES OF TERMINATION

In the event of termination and the Consultant has delivered the Services in accordance with the Contract, then KETRACO shall pay the Consultant the Contract Price for the Services delivered in accordance with the provisions of the Contract prior to the termination.

16.4 LIQUIDATED DAMAGES

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

17. DELAYS IN THE CONSULTANT'S PERFORMANCE

17.1 Performance of services shall be made by the Consultant in accordance with **Schedule 2 – Work Plan**

17.2 If at any time during performance of the contract, the Consultant should encounter conditions impeding timely delivery of services, the Consultant shall promptly notify KETRACO in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Consultant's notice, KETRACO shall evaluate the situation and may at its discretion extend the Consultant's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the contract.

17.3 Except as provided for in the contract, a delay by the Consultant in the performance of its delivery obligations shall render the Consultant liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages

18. RESOLUTION OF DISPUTES

18.1 Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or its interpretation.

18.2 Neither Party shall have any right to commence or maintain any legal proceeding concerning a Dispute until the Dispute has been resolved in accordance with this Clause 15 and then only to enforce or execute the award or determination under such procedure.

18.3 MEDIATION

(i) Where Parties are unable to settle a dispute amicably by negotiation within ten (10) days after receipt by one party of the other party's request for such negotiation, Parties shall appoint a mediator (hereafter the "Mediator") an independent person

with relevant experience and willing to act, agreed between the Parties (in the Special Conditions / at the commencement of Dispute)

- (ii) Each Party may make such written submissions as it wishes to the Mediator within 10 days of the Mediator's appointment. The submitting Party (hereafter the "Complainant") shall simultaneously provide a copy to the other Party (hereafter the "Respondent"). At the end of such ten (10) day period the Respondent shall have a further ten (10) days to make counter-submissions to the Mediator (with a simultaneous copy to the Complainant) in reply to the Complainant's written submissions provided that where the Respondent raises or refer to, any new matters not raised or referred to in the first submission, the Complainant shall have ten (10) days to make to make a rejoinder to the Mediator (with a simultaneous copy to the Respondent) on the new matters. At the end of the twenty (20) or thirty (30) days; as the case may be and no later than ten (10) days thereafter, either Party may, with the consent of the Mediator and at a time and place decided by the Mediator, make an oral presentation to the Mediator in the presence of the other Party commenting on or explaining matters previously submitted to the Mediator in writing.
- (iii) The Mediator shall render his / her determination in writing within ten (10) days of the completion of the oral presentation given in accordance with Clause (ii) above or where no oral presentation is made within ten (10) days of the twenty (20) or thirty (30) days' period referred to in paragraph (i) above and give reasonable details of the reasons for his determination;
- (iv) The Mediator shall act as a Mediator and not as an Arbitrator; and shall at all times be independent and neutral and exhibit the expertise to assist Parties reach a negotiated settlement.
- (v) The costs of the Mediator shall be borne as determined by the Mediator or, in default of such determination, equally by the Parties.
- (vi) Any Party Dissatisfied with the decision of a Mediator may refer the matter to Arbitration;

18.4 ARBITRATION

- (i) Any dispute or difference of any kind between the Parties in connection with or arising out of this Agreement including the interpretation of this Agreement, its validity and any purported breach or termination shall be finally settled by arbitration under the Rules of Arbitration of the Nairobi Center for International Arbitration (hereafter the "Center") which Rules are deemed to be incorporated by reference into this Clause 15.
- (ii) It is hereby agreed that:
 - (a) the seat of the arbitration shall be Nairobi, Kenya;

- (b) there shall be three arbitrators;
- (c) the language of the arbitration shall be English;
- (d) the award rendered shall apportion the costs of the arbitration;
- (e) the award shall be in writing and shall set forth in reasonable detail the facts of the Dispute and the reasons for the tribunal's decision; and
- (f) Each Party will appoint an arbitrator within ten (10) days of the date of the request to initiate arbitration and two appointed arbitrators shall then jointly appoint a third arbitrator to act as Chairman within ten (10) Days of the date of the appointment of the second arbitrator, and no arbitrator shall have any existing or prior relationship with either Party. Arbitrators not appointed within the time limits set forth in the preceding sentence shall be appointed by the Center.
- (g) If there is a conflict between this Agreement and the said Rules, this Agreement shall prevail.

19. FORCE MAJEURE

- 19.1 Force majeure means any circumstances beyond the control of the parties, including but not limited to:
- (i) war and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;
 - (ii) ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;
 - (iii) rebellion, revolution, insurrection, military or usurped power & civil war;
 - (iv) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster
- 19.2 Notwithstanding the provisions of the Agreement, neither party shall be considered to be in default nor in breach of its obligations under the Agreement to the extent that performance of such obligations is prevented by any circumstances of force majeure is which arise after the Agreement entered into by the parties.
- 19.3 If either party considers that any circumstances of force majeure are occurring or have occurred which may affect Delivery, it shall promptly notify the other party and provide reasonable proof of such circumstances.
- 19.4 Upon the occurrence of any circumstances of force majeure, the Consultant shall endeavor to continue to perform its obligations under the Agreement so far as is reasonably practicable. The Consultant shall notify KETRACO of the steps it proposes to take including any reasonable alternative means for Delivery, which is

not prevented by force majeure. the Consultant shall not take any such steps unless directed so to do by KETRACO.

19.5 If circumstances of force majeure have occurred and shall continue for a period of 10 days then, notwithstanding that the Consultant may by reason thereof have been granted an extension of time for Delivery, either Party shall be entitled to serve upon the other five (5) days' notice to terminate the Agreement. If at the expiry of the said period the force majeure event shall still continue, the Agreement shall terminate.

20. SEVERABILITY

The invalidity, illegality or unenforceability in whole or in part of any of the provisions of this Agreement shall not affect the validity, legality and enforceability of the remaining part or provisions of this Agreement

21. INTEGRATION/WHOLE AGREEMENT

This Contract and the documents incorporated by Clause 3 constitutes the whole Agreement between the Parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties hereto with respect to the subject matter of this instrument.

22. COUNTERPARTS

This Contract may be executed in two (2) or more counterparts.

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

SIGNED and SEALED with the COMMON)
SEAL of KENYA ELECTRICITY)
TRANSMISSION COMPANY LIMITED)
)
Managing Director)
)
)
.....)
In the presence of: -)
Director/Secretary)

.....

SIGNED and SEALED with the COMMON)
SEAL of the Consultant)
xxxx LTD)
Chief Executive Officer)
)

.....
In the presence of: -)
Director/Secretary)
)
)
.....
)

SCHEDULES

- (i) Schedule 1 – Description of Services
- (ii) Schedule 2 – Agreed Work Plan and Schedule, Response times
- (iii) Schedule 3 – Form of Performance Guarantee
- (iv) Schedule 4 – List of Experts
- (v) The Invitation to Tender dated xxxx, 2019
- (vi) The Consultant’s tender dated xxxx, 2019
- (vii) The Notification of Award dated xxxxx, 2019
- (viii) The Consultant’s acceptance dated xxxx, 2019

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

You are advised that it is a serious offence to give false information on this form.

Part 1 General

Business Name

Location of Business Premises

Plot No,Street/Road

Postal addressTel No.Fax Email

.....

Nature of Business

Registration Certificate No.

Maximum value of business which you can handle at any one time – Kshs.

Name of your bankers

.....

Branch

Part 2 (a) – Sole Proprietor

Your name in full.....Age.....

Nationality.....Country of Origin.....

Citizenship details

Part 2 (b) – Partnership

Given details of partners as follows

Name	Nationality	Citizenship details	Shares
1.
2.
3.
4.

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company

Nominal Kshs.....

Issued Kshs.....

Given details of all directors as follows

Name	Nationality	Citizenship details	Shares
1.
2.
3.
4.

Date..... Signature of Candidate.....

APPENDICES

APPENDIX A: - THE TERMS OF REFERENCE AND SCOPE OF SERVICE

Give detailed description 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: - 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 C: - REPORTING OBLIGATIONS

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 D: - BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

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

APPENDIX E: - SERVICES AND FACILITIES PROVIDED BY THE CLIENT

