



Kenya Electricity Transmission Co. Ltd.

"Building a World Class National Grid"

TENDER NO. KETRACO/PT/005/2016

REQUEST FOR PROPOSALS

FOR

**FEASIBILITY STUDY FOR KENYA NATIONAL LOAD DISPATCH CENTRE
(KNLDC)**

MAY, 2016

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SECTION 1: LETTER OF INVITATION

TENDER NOTICE

REQUEST FOR PROPOSAL FOR FEASIBILITY STUDY FOR KENYA NATIONAL LOAD DISPATCH CENTRE (KNLDC): KETRACO/PT/005/2016

The Kenya Electricity Transmission Company Limited (KETRACO) now invites proposals for the Provision of the following consulting services: **Feasibility Study for Kenya National Load Dispatch Centre (KNLDC)**. More details on the services are provided in the Terms of Reference which is part of this Tender document.

A firm will be selected under Quality and Cost Based Selection Method and procedures described in the RFP.

Bidders may undertake the Services in association with other consultants to enhance their capacity.

Please note that

- a. The cost of preparing the proposal and negotiating the contract, including visits to the client, transport and accommodation 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.

Further information may be obtained from the address below during office hours, between 0730Hr to 1630Hr (East Africa time).

*The Chief Manager, Power System Planning and Development,
Kenya Electricity Transmission Co. Ltd.*

Kawi Complex, Block B,

Popo Lane, off Red Cross Road, South C,

P.O. Box 34942 - 00100 Nairobi, Kenya.

Email: jmativo@ketraco.co.ke with copy to hodedeh@ketraco.co.ke and gngugi@ketraco.co.ke

Completed tender documents are to be enclosed in plain sealed envelope, marked "FEASIBILITY STUDY FOR KENYA NATIONAL LOAD DISPATCH CENTRE (KNLDC) REF: KETRACO/PT/005/2016" so as to be received on or before Monday 23rd May 2016 at 1000Hr (East Africa time).

Chief Manager Legal Services & Company Secretary

Kenya Electricity Transmission Company Limited

Kawi Complex, Block B,

Popo Lane, off Red Cross Road, South C,

P.O. Box 34942 - 00100 Nairobi,

Kenya.

Or be deposited in the tender box located at KETRACO offices on ground floor, KAWI House, Block B on or before 23rd May, 2016 at 1000Hr (East Africa time).

Tender documents will be opened immediately thereafter at the KETRACO office at KAWI House in the presence of the bidders or their representatives who choose to attend and witness the opening.

MANAGER, SUPPLY CHAIN
FOR: MANAGING DIRECTOR

SECTION 2: INSTRUCTIONS TO CONSULTANTS

INSTRUCTION TO CONSULTANTS

1.0 DOCUMENTS

- 1.1 To prepare a proposal, please use the attached Documents listed in the Data Sheet.
- 1.2 Consultants requiring a clarification of the Documents must notify the Client, in writing, not later than (7) seven days before the proposal submission date. Any request for clarification in writing, or email shall be sent to the Client's address indicated in the Data Sheet. The Client shall respond by email to such requests, and copies of the response shall be sent to all invited Consultants.
- 1.3 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consultant, modify the Documents by amendment. The amendment shall be sent in writing to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.
- 1.4 Please note that:-
 - 1.4.1 The Client is not bound to accept any of the proposals submitted
 - 1.4.2 The procuring entity's employees, board members and their relatives (Spouses and children) are not eligible to participate.
 - 1.4.3 The price to be charged for the tender document shall be nil.

1.5 Joint Ventures and Local Participation

1.5.1. Joint Ventures - Mandatory requirements for joint ventures

Proposals submitted as a joint venture of two or more firms as partners shall comply with the following requirements:

- (a) The tender, and in case of a successful tender, the Form of Agreement, shall be signed so as to be legally binding on all partners.
- (b) One of the partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a **power of attorney** signed by legally authorized signatories of all the partners.
- (c) The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the Contract including payment shall be done exclusively with the partner in charge.
- (d) All partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Form of

- Tender and the Form of Agreement (in case of a successful tender).
- (e) A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.

2.0 PREPARATION OF PROPOSAL

You are requested to submit a technical and a financial proposal. Your proposal shall be written in the language specified in the Data Sheet.

2.1 Technical Proposal

2.1.1 In preparing the technical proposal, you are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information shall be at your own risk and may result in rejection of your proposal.

2.1.2 During preparation of the technical proposal, you must give particular attention to the following:

- i. The estimated number of key professional staff-weeks required for the Assignment is stated in the Data Sheet. Your proposal should be based on a number of key professional staff-weeks substantially in accordance with the above number.
- ii. No alternative to key professional staff may be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- iii. Reports must be in the language specified in the Data Sheet. Working knowledge of the language by the firm's personnel is recommended.

2.1.3 Your technical proposal shall provide the following and any additional information, using the attached formats.

- (i) A brief description of the Consultant'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 provided, duration, contract amount and firm involvement and the period assignment undertaken.
- (ii) A detailed description of the proposed methodology
- (iii) Any comments or suggestions on the TOR, and a description of the methodology (work plan) that the Consultants propose to execute the services.
- (iv) The composition of the proposed staff team, the tasks which would be assigned to each and their timing.
- (v) Estimates of the total time effort (person x weeks) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed (person x weeks) for each professional staff member.
- (vi) The Consultant's comments, if any, on the information to be provided by the

Client and indicated in the TOR.

2.1.4 The technical proposal shall not include any financial information.

3.0 Financial Proposal

3.1 The financial proposal should list the costs associated with the Assignment. These normally cover remuneration for staff and other associated costs. The Client will not pay any reimbursable separately. Your financial proposal should be prepared using the formats attached.

3.2 The financial proposal shall take into account the tax liability and cost of insurances specified in the Data Sheet.

3.3 Costs will be expressed in Kenya currency.

4.0 SUBMISSION OF PROPOSAL

4.1 You shall submit one original technical proposal and one original financial proposal and the number of copies of each as indicated in the Data Sheet. Each proposal shall be in a separate envelope marked “**ORIGINAL**” or “**COPY**”, as appropriate. All technical proposals shall be placed in an envelope clearly marked “**Technical Proposal**,” and the financial proposals in one marked “**Financial Proposal**.” These two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked:

“DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.”

4.2 In the event of any discrepancy between the copies of the proposals, the original shall govern. The original and each copy of the technical and financial proposal shall be prepared in indelible ink and shall be signed by the authorized Consultant’s representative. The representative’s authorization shall be confirmed by a written power of attorney accompanying the proposals. All pages of the technical proposal shall be initialled by the person or persons signing the proposal.

4.3 The proposal shall contain no interlineation or overwriting except as necessary to correct errors made by the Consultants themselves. Any such corrections shall be initialled by the person or persons signing the proposal.

4.4 The completed technical and financial proposals shall be delivered on or before the time and date stated in the Data Sheet.

4.5 The proposals shall be valid for the number of days stated in the Data Sheet from the date of its submission. During this period, you shall keep available the professional staff proposed for the assignment. The Client shall make its best effort to complete negotiations at the location stated in the Data Sheet within this period.

5.0 WITHDRAWAL OF PROPOSAL

5.1 Proposals may be withdrawn by letter to be received at any time prior to award. Proposals may be withdrawn in person by a proposer or his authorized representative, provided his identity is made known and he signs a receipt for the withdrawal of the offer prior to award.

6.0 MODIFICATION OF PROPOSAL

6.1 Except as otherwise decided by the Client, modifications to proposals must be received not later than the closing date and time specified for receipt of proposals made in response to the request for proposals. Modifications must be made by written notice which clearly identifies the proposals being modified, the nature of the modification, the reference of the request for proposals as well as the closing date and time for receipt of proposals. Modifications must be delivered in writing to the office designated for receipt of proposals with the reason(s) for the modifications.

7.0 PROPOSAL EVALUATION

7.1 A two-stage procedure shall be adopted in evaluating the proposals. The technical evaluation shall be carried out first, followed by the financial evaluation. Firms shall be ranked using a combined technical/financial score, as indicated below.

Technical Proposal

7.2 The evaluation committee appointed by the Client shall carry out its evaluation, applying the evaluation criteria and point system specified in the Data Sheet. Each responsive proposal shall be attributed a technical score (St). Firms scoring less than **75 points** shall be rejected and their financial proposals returned unopened.

Financial Proposal

7.3 The evaluation committee, after determining whether the financial proposals are complete and without computational errors, shall convert prices in various currencies to the common currency specified in the Data Sheet. The official selling rates used shall be provided by the source indicated in the Data Sheet and in effect on the date of submission of the proposals. The lowest financial proposal (Fm) shall be given a financial score (Sf) of **100 points**. The financial scores of the proposals shall be computed as follows:

$$Sf = 100 \frac{Fm}{F_1}$$

(F = amount of financial proposal converted in the common currency).

Final Ranking

7.4 Proposals shall finally be ranked according to their combined technical (St) and

financial (Sf) scores using the weights (T = the weight given to the technical proposal; P = the weight given to the financial proposal; T + P = 1) indicated in the Data Sheet:

$$S = T\% \times T_s + P\% \times P_s$$

7.5 The selection will be based on quality and cost.

8.0 NEGOTIATIONS

8.1 Prior to the expiration of proposal validity, the Client shall notify the successful Consultant that submitted the highest scoring proposal in writing by email or registered letter and invite it to negotiate the Contract.

8.2 Negotiations normally take from two to five days. The aim is to reach agreement on all points and initial a draft contract by the conclusion of negotiations.

8.3 Negotiations shall commence with a discussion of your technical proposal, the proposed methodology (work plan), staffing and any suggestions you may have made to improve the TOR. Agreement shall then be reached on the final TOR, the staffing, and the bar charts, which shall indicate activities, staff and periods to undertake the assignment, staff days, logistics and reporting. Special attention shall be paid to optimizing the required outputs from the Consultant within the available budget and to defining clearly the inputs required from the Client to ensure satisfactory implementation of the Assignment.

8.4 Changes agreed upon shall then be reflected in the financial proposal, using proposed unit rates (no negotiation of the staff week rates).

8.5 Having selected Consultant 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 staff named in the proposal. Prior to contract negotiations, the Client shall require assurances that the staff members will be actually available. The Client shall not consider substitutions during contract negotiations except in cases of unexpected delays in the starting date or incapacity of key professional staff for reasons of health.

8.6 The negotiations shall be concluded with a review of the draft form of the contract. The Client and the Consultant shall finalize the contract to conclude negotiations. If negotiations fail, the Client shall invite the Consultant that received the second highest score to Contract negotiations.

9.0 AWARD OF CONTRACT

9.1 The contract shall be awarded after successful negotiations with the successful Consultant. Upon successful completion of negotiations, the Client shall promptly inform the other Consultants that their proposals have not been selected.

9.2 The selected Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

10.0 CORRUPT OR FRAUDULENT PRACTICES

10.1 KETRACO observes the highest standard of ethics during the procurement and executions of such contracts. In pursuance of this policy, KETRACO defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution: and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Client, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition;

INSTRUCTION TO CONSULTANTS DATASHEET

1.1 The name of the Assignment is:
FEASIBILITY STUDY FOR KENYA NATIONAL LOAD DISPATCH CENTRE (KNLDC)

The name of the Client is:

Kenya Electricity Transmission Company Limited (KETRACO).

1.2 The objectives of the Assignment are:

A. Determination of the optimal scope of the project

- i. The development of the power sector in Kenya, the interconnectivity with the regional power networks and the operational and legal requirements necessitate establishment of the Kenya National Load Dispatch Centre (KNLDC).

B. Determination of Financial and Economic viability of the project:

- i. To undertake the KNLDC, it is required that proper optimal scoping of the project be done in order to determine the project cost.

C. Preparation of Technical Specifications:

- i. To develop Technical Specifications for the Central System hardware and Software, substations' equipment and associated telecommunications infrastructure.

1.3 Phasing of the Assignment (if any): No

1.4 Pre-Proposal Meeting: NO

The name and address of the official is:

**The Chief Manager, Power System Planning and Development,
Kenya Electricity Transmission Co. Ltd.**

Kawi Complex, Block B,

Popo Lane, off Red Cross Road, South C,

P.O. Box 34942 - 00100 Nairobi, Kenya.

Phone: (+254) 20 4956000

(+254) 719 018000, (+254) 732 128000 Email: Jmativo@ketraco.co.ke with copy to hodedeh@ketraco.co.ke and gngugi@ketraco.co.ke

1.5 The Client shall provide the following inputs:

- i. KETRACO shall provide information in regard to the completed, ongoing and planned transmission substations and lines in Kenya and those interconnecting with the region and associated substations.
- ii. KETRACO will provide information in regard to existing SCADA System and associated Telecommunications System
- iii. KETRACO will assign a Project Team to work with the consultant during the duration of the contract

1.6 The estimated number of professional staff weeks required for the assignment should be indicated in the proposal submitted by the consultant.

1.7 The proposal shall remain valid for 120 days from submission date.

MANDATORY REQUIREMENTS

1.8 They should be included in the Technical proposal and the details provided in the Terms of Reference includes the following:-

- i. Certificate of bidder's registration/incorporation.
- ii. Curriculum vitae (CVs) of key technical personnel and the assignments they have undertaken
- iii. References for five similar or identical assignments undertaken (name of client and addresses and date of the assignment).

- iv. Current KRA Tax compliance certificates for the local bidders and local partners for those consultants who are in a joint venture agreement.
- v. Copy of the Joint Venture agreement if in a joint agreement
- vi. PIN/VAT certificate for local bidders
- vii. Certified audited financial statements for the last three years.
- viii. Provide a letter stating that the firm or members of the consortium are not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings. Information regarding any current litigation in which the firm is involved should be provided.
- ix. Provide a signed declaration form stating that the firm or members of the consortium are not limited or disqualified under any of the provisions of the Public Procurement and Asset Disposal Act, 2015.

1.9 In evaluating the above , focus will be on the following critical requirements:

- i. Experience in Engineering Services in the field of SCADA and Telecommunications for utilities for power transmission substations.
- ii. Expertise of the key staff of the consultant in SCADA and Telecommunications design and commissioning.
- iii. Development of financial and economic models for major infrastructure models. .

2.0 Taxes: VAT which should be shown separately from the consultancy fee **will be payable by the consultant.**

Consultants must submit **one (1) original** and **four (4) additional copies** of each proposal. A soft copy in PDF format should also be submitted with the copies.

The proposal submission address is:

2.1

**Kenya Electricity Transmission Company Ltd,
Kawi Complex, Block B,
Popo Lane, off Red Cross Road, South C,
P.O. Box 34942 - 00100 Nairobi, Kenya.
Phone: (+254) 20 4956000
(+254) 719 018000, (+254) 732 128000**

2.2 The minimum required experience of professional staff is:

- Project Manager: **15 YEARS**
- Others : **10 YEARS**

2.3 Proposal and Reports of this assignment must be written in the following language(s): **ENGLISH**

2.4 Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:

S/No	Description	Maximum Marks
1	<p>Experience of the firm in Consultancy Services for SCADA EMS system for electric power utilities</p> <p>Provide a list of five relevant projects and client details as per the attached Standard Form. <i>Each 4 marks.</i></p>	20
2	<p>Qualification and experience of key staff in Substation design, SCADA and Telecommunications as in the CV. Provide updated CVs of key staff, namely Project Manager and Substation Expert, Telecommunications Expert, SCADA/EMS Expert, Power System Control & Dispatch Expert and Economist.</p> <p>For Project Manager and Substation , SCADA/EMS, Telecommunications, Power System Control and Dispatch experts to have relevant Electrical /Telecommunication qualification at the bachelor degree / master level.</p> <p>For Economist Relevant commercial qualification e.g. BCOM</p> <p>Project Manager and substation expert, 15 years' experience in relevant field and 10 years in power systems</p> <p>For SCADA/ Telecommunications and Power system control and Dispatch experts to have minimum 10 years' experience in design and commissioning of SCADA/EMS/Telecommunications/Power system control and dispatch.</p> <p>For economist, 7 years' Experience in financial and economic modelling of infrastructure models</p> <p><i>Each 8 marks.</i></p>	40

SECTION 3: TECHNICAL PROPOSAL - STANDARD FORMS

These forms shall include:-

- i. Technical Proposal submission
- ii. Firm's References
- iii. Description of the methodology and work plan for performing the assignment.
- iv. Comments and suggestions of Consultants on the Terms of Reference
- v. Format of Curriculum Vitae (CV) for proposed professional staff.
- vi. Work plan and time schedules of key personnel
- vii. Team composition and task assignment
- viii. Activity (work) schedule

Technical Proposal

FROM:

TO:

Sir/Madam:

Subject: FEASIBILITY STUDY FOR KENYA NATIONAL LOAD DISPATCH CENTRE (KNLDC)

Regarding Technical Proposal

I/We _____ Consultant/Consultancy firm herewith enclose a Technical Proposal for selection of my/our firm/organization as Consultant for provision of Feasibility Study For Kenya National Load Dispatch Centre (KNLDC) in accordance with your Request for Proposal dated _____(date). We are hereby submitting our Proposal which includes Technical and Financial Proposals sealed under a separate envelope.

We understand you are not bound to accept any proposal you receive.

Yours faithfully,

Signature _____
(Authorized Representative)

Full Name _____
Designation _____
Address _____

Firm's References

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

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.]

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm:
Name of Client:		N ^o of Staff:
Address:		N ^o of Staff Months:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Ksh):
Name of Associated Firm(s), if any:		N ^o of Months of Professional Staff Provided by Associated Firm(s):
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:		

Consultants' Name: _____

Name and title of the signatory _____

Description of the methodology and work plan for performing the assignment.

Comments/Suggestions of Consultant

On the Terms of Reference (TOR):

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

Any other comments and/or suggestion to improve the implementation of the assignment

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

Format of Curriculum Vitae (CV) For Proposed Key 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. Use up to half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained. Use up to a quarter page.]

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 organization, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use up to three-quarters of a page.]

Languages:

[Indicate proficiency in speaking, reading and writing of each language: excellent, good, fair, or poor.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these bio data correctly describe myself, my qualifications and my experience.

_____ Date: _____
Signature of Staff Member or authorized official from the firm

Work Plan and Time Schedule for Key Personnel

Name	Position	Reports Due/Activities	1	2	3	4	5	Number of Weeks
								Subtotal (1)
								Subtotal (2)
								Subtotal (3)
								Subtotal (4)

Full Time: _____
 Part Time: _____

Reports Due: _____
 Activities Duration: _____

Yours faithfully,

Signature _____
 (Authorized Representative)

Full Name _____
 Designation _____
 Address _____

Composition of the Team Personnel and the Task each would be assigned

1. Technical/Managerial Staff

Name	Position	Task Assignment

2. Support Staff

Name	Position	Task Assignment

ACTIVITY (WORK) SCHEDULE

(a). Activities

(1st, 2nd, etc, are weeks from the start of assignment)

Activity (Work)	1 st	2 nd	3 rd	4 th	...	Etc.

b. Completion and Submission of Reports (as indicated under Appendix B enclosed with General Conditions of Contract)

Reports	Date
Inception Report	
Draft Report	
Final Report	

Note: Final Report should be in 5 (five) hard copies and a soft copy in editable version of MS Word in a CD ROM .

SECTION 4: FINANCIAL PROPOSAL (STANDARD FORMS)

These forms shall include:-

- i. Financial Proposal submission form
- ii. Summary of costs
- iii. Breakdown of price per activity
- iv. Breakdown of remuneration per activity
- v. Breakdown of other costs per activity
- vi. Declaration Form

[Location, 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 (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is exclusive of the local taxes, which we have estimated at [Amount(s) in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

SUMMARY OF COSTS

Costs Summary of activity	Currency(ies) ¹	Amount(s)
Subtotal		
Local Taxes		
Total Amount of Financial Proposal		—

¹ Local currency .

BREAKDOWN OF PRICE PER ACTIVITY

Activity No.: _____		Description: _____
Price Component	Currency(ies)	Amount(s)
Remuneration Other costs Subtotal		<hr/> <hr/>

BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity		Name: _____		
No. _____				
Names	Position	Input ²	Remuneration Currency(ies) Rate	Amount
Consultants				
1.				
2.				
3.				
Grand Total				<hr/> <hr/>

² Staff months, days, or hours as appropriate.

BREAKDOWN OF OTHER COSTS PER ACTIVITY

Activity No: _____

Activity Name: _____

No.	Description	Unit	Quantity	Unit Price In	Total Amount In
1.	International flights	Trip			
2.	Miscellaneous travel expenses	Trip			
3.	Subsistence allowance	Day			
4.	Local transportation costs ³				
5.	Office rent/accommodation/ clerical assistance				
6.	Communication costs between _____ and _____ (telephone, telegram, telex)				
7.	Drafting, reproduction of reports				
8.	Equipment: vehicles, computers, etc.				
9.	Software				
	Grand Total				

³ Local transportation costs are not included if local transportation is being made available by the Client. Similarly, in the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Client.

Declaration Form

Date _____

To: _____

The Tenderer i.e. (name and address) _____

Declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

_____ _____ _____
Title Signature Date

(To be signed by authorized representative and officially stamped)

SECTION 5: TERMS OF REFERENCE

INTRODUCTION

Kenya Electricity Transmission Company Limited (KETRACO) is a state corporation whose mandate is to plan, design, operate and maintain high voltage electricity transmission lines and substations.

Currently, the company has commissioned several substations and has on-going various projects aimed at fulfilling its mandate. This include regional interconnection projects.

In order to operate and maintain a high voltage electricity transmission network, KETRACO requires to establish a National Load Dispatch Centre, with facilities aimed at fulfilling the following:

- To operationalize the Transmission System Operator as envisaged by the Kenya National Transmission Grid Code (Draft).
- To provide enhanced applications for renewable energy resource integration
- To enhance effective operations of regional interconnectors and improve regional energy trade
- To modernize overall generation plant management and effectively meet challenges of the envisioned expanded and complicated national grid.
- To reduce unscheduled power system outage time
- To reduce transmission system losses,

To provide knowledge transfer.

To support the scoping and determination of project financial requirements, KETRACO seeks to engage the services of a competent expert to do a feasibility study.

SCOPE OF WORK

The expert will work closely with selected KETRACO staff to perform the following tasks.

A. Determination of the optimal scope of the project

The ambitious and targeted development of the power sector in Kenya, the interconnectivity with the regional power networks and the operational and legal requirements necessitate establishment of a new modern state of the art Kenya National Load Dispatch Centre (KNLDC).

B. Determination of Financial and Economic viability of the project:

To undertake the KNLDC, it is required that proper optimal scoping of the project be done in order to determine the project cost.

C. Preparation of Technical Specifications:

To develop Technical Specifications for the Central System hardware and Software, substations' equipment and associated telecommunications infrastructure.

Interested bidders should state how they understand KETRACO requirements in their bids.

A detailed work plan and a broken down financial budget shall form part of the submission.

This exclusion also applies to their associates.

QUALIFICATION AND EXPERIENCE

The following are the minimum qualification and experience expected of the consultant's key staff is as indicated in the attached format.

SELECTION CRITERIA

This will be done as indicated in the Data Sheet. Technical score weight = 0.8 and Financial score weight = 0.2

DELIVERABLES

The following deliverables are expected from this assignment, noting that the intellectual property generated will belong to the Client.

- a) Feasibility report.

A feasibility report shall be submitted detailing project scope, financial and economical valuation for the project and project budget estimates based on the major components of the project.

- b) Technical specifications

Technical specifications for the proposed system.

The documents will be delivered in both hard and soft copy in MS Word as indicated in the Data Sheet.

Reporting requirement will include;

- i. Inception report covering project scope, methodology/approach, work schedule and

- activities to be undertaken.
- ii. Draft Report of the above
- iii. Final Report of the above

IMPLEMENTATION ARRANGEMENTS

The client will undertake the following:

- i. The client will provide any administrative support needed by the Consultant to undertake the assignment;
- ii. Nominate a project manager for this assignment;
- iii. Provide access to relevant information to the extent of its availability.

The client will NOT cater for any private arrangements with third parties including payment for services provided by such third parties. The Consultant will be expected to pay for such costs.

The consulting firm or consortium of firms will be recruited in line with the Government of Kenya Public Procurement and Asset Disposal Act of 2015

IMPROVEMENT OF TOR

The Consultant may offer suggestions and improvements in the Terms of Reference, which it considers would result in better implementation of the project. Such proposals if accepted will form part of the Terms of Reference of the proposals submitted by the consultant. The effect on time and cost estimates given under the above clause shall be clearly identified.

CONSULTANT RESPONSIBILITY

The Consultant is expected to provide information that indicates experience, capacity and capability to undertake the assignment outlined herein, within the specified timelines.

The Consultant is expected to conform to the agreed work plan. They should ensure that the project is suitably staffed and that any changes to the proposed team members are not effected without the client's approval. The consultant will bear the cost of producing project reports and the work related to this assignment will be performed primarily from the Consultant's office.

It will be the Consultant's responsibility to provide information on any conflicts of interest and proposed approach to the resolution thereof.

The consultant or their close associates shall not be allowed to participate in the implementation of the project under consultancy.

Any information obtained under this assignment shall not at any time be divulged during and after the assignment.

DUTY OF CONFIDENTIALITY

The Consultant will hold any information received during the course of the assignment in strict confidence and will not disclose, copy, reproduce or distribute any of it for any purpose other than a purpose related to the project or to any person other than an authorised recipient (on condition that they will not disclose, copy, reproduce or distribute it to any person who is not authorised recipient) or otherwise without the prior written consent of the Client.

The Consultant will use the information received solely for the purpose of completing the assignment.

The Consultant will use their best endeavours to keep the information securely and properly protected against theft, damage, loss and unauthorised access (including access by electronic means) during the term of this contract or within two (2) years after the expiration of this Contract.

DURATION

The assignment is planned to be completed in one calendar month or as may be agreed.

REPORTING ARRANGEMENT

The Consultant will report to KETRACO representative as follows:

Eng. Henry Odedeh
Kenya Electricity Transmission Company Ltd,
Email : hodedeh@ketraco.co.ke
and

Eng. George N. Ngugi
Kenya Electricity Transmission Company Ltd,
Email : gngugi@ketraco.co.ke

SECTION 6. MODEL FORMS OF CONTRACT

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CONTRACT FOR CONSULTANCY SERVICES

Lump-Sum Remuneration

between

[name of the Client]

and

[name of the Consultant]

Dated: _____

Form of Contract

LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, [name of client] (hereinafter called the “Client”) and, on the other hand, [name of consultant] (hereinafter called the “Consultant”).

[**Note:** If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, [name of consultants] and [name of consultants] (hereinafter called the “Consultant”).]

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices: [**Note:** If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]

Appendix A: Description of the Services _____

Appendix B: Reporting Requirements _____

Appendix C: Key Personnel and Sub-consultants _____

Appendix D: Breakdown of Contract Price in Foreign Currency _____

Appendix E: Breakdown of Contract Price in Local Currency _____

Appendix F: Services and Facilities Provided by the Client _____

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) The Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of [name of client]

[Authorized Representative]

For and on behalf of [name of consultant]

[Authorized Representative]

[Note: If the Consultant consist of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Consultants

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

II. General Conditions of Contract

1. General Provisions

1.1 Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, as they may be issued and in force from time to time;
- (c) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) “Foreign Currency” means any currency other than the currency of the Client’s country;
- (f) “GC” means these General Conditions of Contract;
- (g) “Local Currency” means the currency of the Client’s country;
- (h) “Member,” in case the Consultant consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities,

- (i) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them;
- (j) “Personnel” means persons hired by the Consultant or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- (k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) “Sub-consultant” means any entity to which the Consultant subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4;
- (n) “Third Party” means any person or entity other than the Client, the Consultant or a Sub-consultant.
- (o) “corrupt practice” is (i) the promising, offering, or giving to a Public Official or (ii) a Public Official soliciting, or accepting, directly or indirectly, of anything of value for himself or another person or entity, to induce the Public Official to do, or not to do, an action in his official duties;
- (p) “collusive practice” is a concerted action, agreement, explicit or implicit understanding or coalition, including directly or indirectly through a firm established in a foreign country, designed to achieve or which may achieve a hindrance, restriction or bias to competition for a contract, in particular when such practice aim to (i) restrict access to the contract or free competition, (ii) hinder the setting of prices under the rules of free competition by artificially promoting their increase or decrease, (iii) restrict or control production, market access,

investment or technical progress, or (iv) share market opportunities or access to procurement sources.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

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

1.4 Notices

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

1.5 Location

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

**1.6 Authority of
Member in
Charge**

In case the Consultants consist of a joint venture of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

**1.7 Authorized
Representatives**

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

1.8 Taxes and Duties

Unless otherwise specified in the SC, the Consultants, Sub-consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

1.9 Corruption

The Consultants declare that:

- a) They did not engage in any action to influence the Project implementation process to the detriment of the Client, in particular no collusive practice took place nor will take place, and
- b) the selection proceedings, contract negotiations, award, and execution have not and will not be subject to any corrupt practice as defined in the United Nations Convention to combat corruption dated 31 October 2003.

1.10 Environmental and Social Standards

The Consultants undertake to:

- (i) comply and procure that their Sub-consultants, if any, comply with international environmental and labour standards consistent with applicable law and regulations in the country of implementation of the Project, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties;
- (ii) adopt any environmental and social risk mitigations measures as defined in the environmental and social management plan or the notice of environmental and social impact issued by the Client.

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract

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

2.2 Commencement of Services	The Consultants shall begin carrying out the Services seven (7) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.
2.3 Expiration of Contract	Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.
2.4 Modification	Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.
2.5 Force Majeure	
2.5.1 Definition	For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
2.5.2 No Breach of Contract	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
2.5.3 Extension of Time	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Client

The Client may terminate this Contract, by not less than fourteen (14) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in this Clause 2.6.1 except in the event (e), and sixty (60) days' in the case of the event referred to in (e):

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within seven (7) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;

- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than fourteen (14) days;
- (f) if the Client, in its sole discretion decides to terminate this Contract; or
- (g) if the consultant has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:

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

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

2.6.2 By the Consultants

The Consultants may terminate this Contract, by not less than fourteen (14) days’ written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (d) below:

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 within thirty (30) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within fourteen (14) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants’ notice specifying such breach;

- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than seven (7) days; or
- (d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 7 hereof.

**2.6.3 Payment
upon
Termination**

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultants:

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

3. Obligations of the Consultants

3.1 General

The Consultants shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or Third Parties.

**3.2 Conflict of
Interests**

**3.2.1 Consultants
Not to
Benefit from
Commissions
, Discounts,
etc.**

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them similarly shall not receive any such additional remuneration.

**3.2.2 Consultants
and
Affiliates
Not to be
Otherwise
Interested in
Project**

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

**3.2.3 Prohibition
of
Conflicting
Activities**

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Client's country which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to be Taken Out by the Consultants

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultants' Actions Requiring Client's Prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants"), and
- (c) any other action that may be specified in the SC.

3.6 Reporting Obligations

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

3.7 Documents Prepared by the Consultant to Be the Property of the Client

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

4. Consultant's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

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

5. Obligations of the Client

5.1 Assistance and Exemptions

The Client shall use its best efforts to ensure that the Government shall provide the Consultants such assistance and exemptions as specified in the SC.

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the services rendered by the Consultants, then the remuneration and reimbursable expenses otherwise payable to the Consultants under

this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

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

6. Payments to the Consultant

6.1 Lump-Sum Remuneration

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

6.2 Contract Price

- (a) The price payable in foreign currency is set forth in the SC.
- (b) The price payable in local currency is set forth in the SC.

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

**6.5 Interest on
Delayed
Payments**

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the SC, interest shall be paid to the Consultants for each day of delay at the rate stated in the SC.

7. Settlement of Disputes

**7.1 Amicable
Settlement**

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

**7.2 Dispute
Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within fourteen (14) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. Special Conditions of Contract

Number of GC Clause ²	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
----------------------------------	--

[1.1(i)] The Member in Charge is [name of Member].]

1.3 The language is English

1.4 The addresses are:

**The Chief Manager, Power System Planning and Development
Kenya Electricity Transmission Company Ltd,
Kawi Complex, Block B,
Popo Lane, off Red Cross Road, South C,
P.O. Box 34942 - 00100 Nairobi, Kenya
Email: jmativo@ketraco.co.ke with copy to
hodedeh@ketraco.co.ke and gngugi@ketraco.co.ke**

Consultants: _____

Attention: _____

Mail address: _____

Telex: _____

Facsimile: _____

[1.6] The Member in Charge is [name of member].

Note: If the Consultants consist of a joint venture of more than one entity, the name of the entity whose address is specified in Clause SC 1.6.1 should be inserted here. If the Consultants consist only of one entity, this Clause SC 1.8 should be deleted from the SC.]

² Clauses in brackets are optional; all notes should be deleted in final text.

1.7

The Authorized Representatives are:

For the Client:

Henry Odedeh/George Ngugi
Kenya Electricity Transmission Company Ltd,
Kawi Complex, Block B,
Popo Lane, off Red Cross Road, South C,
P.O. Box 34942 - 00100 Nairobi, Kenya
Email: hodedeh@ketraco.co.ke / gngugi@ketraco.co.ke

For the Consultants:

[1.8

The Client warrants that the Consultant and their Personnel (as well as the Sub-consultants and their Personnel) shall be exempt from any taxes, duties, fees, levies, and other impositions levied, under the Applicable Law, on the Consultant and the Personnel in respect of:

- (a) any payments made to the Consultant, Sub-consultants, and the Personnel of either of them (other than nationals of the Client's country or permanent residents of the Client's country), in connection with the carrying out of the Services;
- (b) any equipment, materials, and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn therefrom by them;
- (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;
- (d) any property brought into the Client's country by the Consultant, any Sub-consultants, and the Personnel of either of them (other than nationals of the Client's country or permanent residents of the Client's country) for their personal use and which will subsequently be withdrawn therefrom by them upon their respective departure from the Client's country, provided that:
 - (1) the Consultant, Sub-consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and
 - (2) if the Consultant, Sub-consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Personnel, as the case may be, (i) shall bear

such customs duties and taxes in conformity with the regulations of the Client's country, or (ii) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.

[2.1] The date on which this Contract shall come into effect is [date].

Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as, receipt by Consultants of advance payment and by Client of bank guarantee (see Clause 6.4), etc.]

[2.2] The date for the commencement of Services is [date].]

2.3 The period shall be [length of time].

Note: Fill in the period, e.g., twenty-four (24) months or such other period as the parties may agree in writing.

[3.2.1] **Note:** The following should be inserted in the SC or alternatively in Appendix A if the Consultant is advising the Client on the procurement of goods, works, or services:

“Procurement Rules of Funding Agencies

Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works, or services, the Consultant shall comply with any procurement requirements applicable to the Client and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or

commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.”]

[3.2.3

Note: It is essential that Consultants who advise Clients on the privatization of state-owned enterprises or other assets (or on related problems), be prohibited from “switching sides” upon completion of their assignment and then either appearing as purchaser of these enterprises/assets or advising potential purchasers in this context. In these situations, the following provision must be added to Clause 3.2.3:

“For a period of two years after the expiration of this Contract, the Consultant shall not engage, and shall cause their Personnel as well as their Sub-consultants and their Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Client under this Contract, nor shall they engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.”]

3.4

The risks and coverage shall be:

- (i) Third Party motor vehicle _____
- (ii) Third Party liability _____
- (iii) Employer’s liability and workers’ compensation _____
- (iv) Professional liability _____
- (v) Loss or damage to equipment and property _____

[3.5(c)

Note: Delete where not applicable.

The other actions are _____.]

[3.7] **Note:** If there is to be no restriction on the future use of these documents by either Party, this Clause 3.7 should be deleted from the SC. If the Parties wish to restrict such use, any of the following options—or any other option agreed to by the Parties—may be used, such as the following:

- “The Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.”
- “The Client shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Consultants.”
- “Neither Party shall use these documents for purposes unrelated to this Contract without the prior written approval of the other Party.”]

[5.1] **Note:** List here any assistance or exemptions that the Client may provide under Clause 5.1. If there is no such assistance or exemptions, state “not applicable.”]

6.2(a) The amount in foreign currency or currencies is [insert amount].

6.2(b) The amount in local currency is [insert amount].

6.4 The accounts identification and number are:

 for foreign currency: [insert account identification and number]

 for local currency: [insert account identification and number]

IBAN and BIC references shall be provided together with the first request for payment.

Payments shall be made according to the following schedule:

Note: (a) the following instalments are indicative only; (b) if the payment of foreign currency and of local currency does not follow the same schedule, add a separate schedule for payment in local currency; (c) “commencement date” may be replaced with “date of effectiveness;” and (d) if applicable, detail further the nature of the report evidencing performance, as may be required, e.g., submission of study or specific phase of study, survey, drawings, draft bidding documents, etc., as listed in Appendix B, Reporting Requirements. In the example provided, the bank guarantee for the repayment is released when the payments have reached 50 percent of the lump-sum price, because it is assumed that at that point, the advance has been entirely set off against the performance of services.

- Ten (10) percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.
- Ten (20) percent of the lump-sum amount shall be paid upon submission and approval of the inception report.
- Fifteen (20) percent of the lump-sum amount shall be paid upon submission and approval of the Draft documents.
- Twenty-five (50) percent of the lump-sum amount shall be paid upon submission and approval of the final reports.
- The bank guarantee shall be released when the total payments reach fifty (50) percent of the lump-sum amount.

Note: This sample clause should be specifically drafted for each contract.

6.5

Payment shall be made within [number] days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within [number] days in the case of the final payment.

Note: specify, e.g., “forty-five (45) days,” and, in the case of the last payment, “sixty (60) days.”

The interest rate is [rate].

7.2

Any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.

Note: If the Consultant is a national of the Client’s country, this provision should be modified and referred to the Client country’s rules for settlement of disputes.

IV. Appendices

Appendix A—Description of the Services

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

Appendix B—Reporting Requirements

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

Appendix C—Key Personnel and Sub-consultants

- List under:
- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of foreign Personnel to be assigned to work in the Client’s country, and staff-months for each.
 - C-2 Same as C-1 for Key foreign Personnel to be assigned to work outside the Client’s country.
 - C-3 List of approved Sub-consultants (if already available); same information with respect to their Personnel as in C-1 or C-2.
 - C-4 Same information as C-1 for Key local Personnel.

Appendix D—Breakdown of Contract Price in Foreign Currency

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

1. Monthly rates for Personnel (Key Personnel and other Personnel).
2. Other costs.

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

Appendix E—Breakdown of Contract Price in Local Currency

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

1. Monthly rates for Personnel (Key Personnel and other Personnel).
2. Other costs.

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

Appendix F—Services and Facilities Provided by the Client

None

Appendix G—Form of Bank Guarantee for Advance Payment

Note: See Clause GC 6.4 and Clause SC 6.4. The Client should insert here an acceptable form of a bank guarantee. An example is set forth below.

Bank Guarantee for Advance Payment

_____ [Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Client]

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that _____ [name of Consulting Firm] (hereinafter called "the Consultants") has entered into Contract No. _____ [reference number of the contract] dated _____ with you, for the provision of _____ [brief description of Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ [amount in figures] (_____) [amount in words] is to be made against an advance payment guarantee.

At the request of the Consultants, we _____ [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount in figures] (_____) [amount in words] upon receipt by us of your first demand in writing indicating the obligations which the Consultants failed to fulfill under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultants on their account number _____ at _____ [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the __ day of _____, 2____, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.