REQUEST FOR PROPOSALS FOR SUPPLY AND IMPLEMENTATION OF AN ENTERPRISE RESOURCE PLANNING SYSTEM (ERP)

Kenya Electricity Generating Company Limited, Stima Plaza Phase III, Kolobot Road, Parklands, P.O. Box 47936- 00100
NAIROBI, KENYA.
Email : www.kengen.co.ke

April, 2009
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Section 1: Invitation to tender
The Kenya Electricity Generating Company Ltd. invites proposals from eligible firms or individuals for “Request for Proposals for Supply and Implementation of an Enterprise Resource Planning System (ERP)” whose specifications are detailed in the Request for Proposals (RFP) documents.

Firms may submit their proposals in association with other firms or individuals.

Interested eligible candidates may obtain further information from, and inspect the RFP documents at the office of:

Supply Chain Manager,
Kenya Electricity Generating Company Limited,
Ground Floor, Stima Plaza Phase III
Kolobot Road, Parklands,
P.O. Box 47936-00100
NAIROBI, KENYA
Fax: (254) (020) 3666200
Tel: (254) (020) 3666000
Email: pkimemia@kengen.co.ke

Technical Proposals must be accompanied by a security in the format specified in the attached form of tender security, for the amount of **Kshs.2,000,000.00 (Two Million Kenya Shillings)** and in a bank's letterhead. The tender must be delivered in plain sealed envelope clearly marked “REQUEST FOR PROPOSALS FOR SUPPLY AND IMPLEMENTATION OF AN ENTERPRISE RESOURCE PLANNING SYSTEM (ERP)”

The tender document may be collected upon payment of a non-refundable fee of Kenya Shillings **Three Thousand (KShs. 3,000.00)** paid in cash or through a bankers cheque at any KenGen office. The document can also be viewed and downloaded from the website [www.kengen.co.ke](http://www.kengen.co.ke), and the payment evidence MUST be submitted with the tender document. Bidders who download the tender document from the website will be required to pay a reduced fee of **Kenya Shillings Two Thousand (KShs. 2,000.00)**

Proposals must be delivered to:

Company Secretary, Legal & Corporate Affairs Director
Kenya Electricity Generating Co. Ltd.
7th Floor, Stima Plaza Phase III
Kolobot Road, Parklands
P O Box 47936 - 00100
NAIROBI, KENYA

On or before **12th May 2009** at **2.00 p.m.** (East African Time).

The proposals will be opened on **12th May 2009** at **2.30 p.m.** in the presence of the firms’ representatives who choose to attend at Stima Plaza phase III, Executive Committee Room, 7th floor.

**SUPPLY CHAIN MANAGER**

*RFP for Supply and Implementation of an Enterprise Resource Planning System (ERP)*
Section 2: Information to the Consultant

1. Introduction

1.1 KenGen, the Client will select a firm, in accordance with the method of selection specified in the Data Sheet.

1.2 The Firms are invited to submit a Technical Proposal and a financial proposal, or a Technical Proposal only, as specified in the Data Sheet for Consultancy services required for the assignment named in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.

1.3 The assignment shall be implemented in accordance with the programme indicated in the Data Sheet. When the assignment includes several phases, the performance of the Consultant under each phase must be to the Client's satisfaction before work begins on the next phase.

1.4 The Consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Client will provide the inputs specified in the Data Sheet. This includes provision of copies of previous study reports and data, where they exist and counterpart personnel.

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.

1.6 Client’s policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, Consultants shall not be hired under the circumstances set forth below:
A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing Consultancy services for the same project. Conversely, firms hired to provide Consultancy services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm’s earlier Consultancy services) for the same project.

Consultant or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Consultant.

As pointed out in paragraph 1.7.1 (a) above, Consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the Consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which Consultant will be hired for the purpose.

Any previous or ongoing participation in relation to the assignment by the firm, its professional staff, or its affiliates or associates under a contract with the Client may result in rejection of the proposal. Consultant should clarify their situation in that respect with the Client before preparing the proposal.

The Client requires that Consultants observe the highest standard of ethics during the execution of this contract.

In pursuance of this policy, the Client:

defines, for the purposes of this provision, the terms set forth below as follows:

“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 contract execution; and

“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 practices 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.

(b) Will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(c) Will cancel the firm’s contract if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the client or of a consultant during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the client to remedy the situation;

(d) Will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Funding agency in accordance with the above sub paragraph 1.8 (d).

1.10 Consultant shall furnish information as described in the Financial Proposal submission form (Section 4A) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to execute the work if the firm is awarded the contract.

1.11 Consultants shall be aware of the provisions on fraud and corruption stated in the Standard Contract under the clauses indicated in the Data Sheet.

2. Clarification and Amendment of RFP Documents

2.1 Consultant may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing by paper mail, facsimile, or electronic mail to the Client’s address indicated in the Data Sheet. The Client will respond by facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants who intend to submit proposals.

2.2 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, a tenderer, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, facsimile, or electronic mail to all tendering Consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

3. Preparation of Proposal

3.1 Consultants are requested to submit a proposal (para. 1.2) written in the language(s) specified in the Data Sheet.
<table>
<thead>
<tr>
<th>Technical Proposal</th>
<th>3.2</th>
<th>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.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3.3</td>
<td>While preparing the Technical Proposal, Consultant must give particular attention to the following:</td>
</tr>
<tr>
<td></td>
<td>(i)</td>
<td>If a Consultant 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 Consultant or entities in a joint venture or subcontract, as appropriate. Consultant may associate with the other Consultants. The Consultant are encouraged to seek the participation of local Consultant by entering into a joint venture with, or subcontracting part of the assignment to, national Consultant.</td>
</tr>
<tr>
<td></td>
<td>(ii)</td>
<td>For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.</td>
</tr>
<tr>
<td></td>
<td>(iii)</td>
<td>It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.</td>
</tr>
<tr>
<td></td>
<td>(iv)</td>
<td>Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in the country of the assignment.</td>
</tr>
<tr>
<td></td>
<td>(v)</td>
<td>Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.</td>
</tr>
<tr>
<td></td>
<td>(vi)</td>
<td>Reports to be issued by the Consultant as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm’s personnel have a working knowledge of the Client’s national language.</td>
</tr>
<tr>
<td></td>
<td>3.4</td>
<td>The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):</td>
</tr>
<tr>
<td></td>
<td>(i)</td>
<td>A brief description of the firm’s organization and an outline of recent experience on assignments (Section 3B) of a</td>
</tr>
</tbody>
</table>

*RFP for Supply and Implementation of an Enterprise Resource Planning System (ERP)*
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 and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

(iii) A description of the methodology and work plan for performing the assignment (Section 3D).

(iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

(v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last eight (8) years. The CVs must be signed.

(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 (Sections 3E and 3G).

(vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

(viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

### Financial Proposal

3.6 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 4). It lists all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign
and local expenditures.

3.7 The Financial Proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the Consultant, the sub-Consultant, and their personnel (other than nationals or permanent residents of Kenya), unless the Data Sheet specifies otherwise.

3.8 Consultant may express the price of their services in the currency of any country. The Consultant may not use more than three foreign currencies. The Client may require Consultant to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.

3.9 Commissions and gratuities, if any, paid or to be paid by Consultant and related to the assignment will be listed in the Financial Proposal submission form (Section 4A).

3.10 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the Consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Consultant who do not agree have the right not to extend the validity of their proposals.

4. Submission, Receipt, and Opening of Proposals

4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see paragraph 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the persons or person who sign(s) the proposals.

4.2 An authorized representative of the firm initials all pages of the proposal. The representative’s authorization is confirmed by a written power of attorney accompanying the proposal.

4.3 For each proposal, the Consultant shall prepare the number of copies indicated in the Data Sheet. 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 governs.

4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “Technical Proposal,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “FINANCIAL PROPOSAL” and warning: “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the
substitution address and other information indicated in the Data Sheet and be clearly marked, “DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.”

4.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened.

4.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with a respectable public auditor or independent authority until all submitted proposals are opened publicly.

5. Proposal Evaluation

General 5.1 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 its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client’s proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Consultant’s proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

Evaluation of Technical Proposals 5.3 The evaluation committee, appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria), and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

5.4 In the case of Quality-Based Selection, Selection Based on Consultant’s Qualifications, and Single-Source Selection, the highest ranked firm or firm selected on a single-source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance with the instructions given in paragraph 1.2 and the Data Sheet.

Public Opening and Evaluation of Financial 5.5 After the evaluation of quality is completed, the Client shall notify those Consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be...
5.6 The Financial Proposals shall be opened publicly in the presence of the Consultant’s representatives who choose to attend. The name of the Consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5.7 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price), correct any computational errors, and convert prices in various currencies to the single currency specified in the Data Sheet. The official selling rates used, provided by the source indicated in the Data Sheet, will be those in effect on the date indicated in the Data Sheet. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed under the applicable law; and to be applied to foreign and non-permanent resident Consultant (and to be paid under the contract, unless the Consultant is exempted), and estimated as per paragraph 3.7.

5.8 The following formula will apply in computing the final score. \( T + P = 1 \), where \( T \) = the weight given to the Technical Proposal; \( P \) = the weight given to the Financial Proposal.

The highest combined technical and financial score will be invited for negotiations.

5.9. In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget (“evaluated” price). Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal (“evaluated” price) among those that passed the minimum technical score. In both cases the selected firm is invited for negotiations.

6. Negotiations 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

6.2 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 home 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.

6.3 The financial negotiations will include a clarification (if any) of the firm’s tax liability in the Client’s country, and the manner in which it will be reflected in the contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates in the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods. For other methods, the firm will provide Consultant with the information on remuneration rates described in the Appendix to this information.

6.4 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.

6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the 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.

7. Award of Contract

7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other Consultant on the shortlist that they were unsuccessful and return the unopened Financial Proposals of those Consultants who did not pass the technical evaluation (paragraph 5.3).

7.2 The firm is expected to commence the assignment on the date and at the location specified in the Data Sheet.

8. Confidentiality

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Consultant 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.
# Information to Consultants

## Data Sheet

<table>
<thead>
<tr>
<th>Clause Reference</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>The name of the Client is:</td>
</tr>
</tbody>
</table>
|                  | **Kenya Electricity Generating Company Limited**  
P.O. BOX47936, 00100 NAIROBI  
KENYA |
|                  | The method of selection is: **Quality and Cost Based Selection**. |
| 1.2              | Technical and Financial Proposals are requested: **Yes**  
A Technical Proposal only is requested: **No** |
|                  | The name, objectives, and description of the assignment are: Name – **Request for Proposals for Supply and Implementation of an Enterprise Resource Planning System**  
Objective & Description – **Supply and Implementation of an Enterprise Resource Planning System (ERP)** |
| 1.3              | The assignment is phased: **Yes**: The implementation is in two phases. |
| 1.4              | A pre-proposal conference will be held: **No** |
|                  | The name, address, and telephone numbers of the Client’s official is: |
|                  | **ICT Manger,**  
P.O. BOX 47936, 00100  
NAIROBI, KENYA  
Tel. 254 020 3666504 Fax 254 020 3741178  
Email: jombongi@kengen.co.ke  
Cc: dkemei@kengen.co.ke |
| 1.5              | The Client will provide the following inputs: **Counterpart staff and any other necessary information**. |
| 1.6              | The clauses on fraud and corruption in the Contract are in **the General Conditions of contract, namely 2.6.1 (d) for Lump-Sum Remuneration** |
Form of Contract

2.1 Clarifications may be requested up to 7 days before the submission date. The address for requesting clarifications is:

ICT Manager,
P.O. BOX 47936, 00100
NAIROBI, KENYA
Tel. 254 020 3666504 Fax 254 020 3741178
Email: jombongi@kengen.co.ke
Cc: dkemei@kengen.co.ke

3.1 Proposals should be submitted in the following language: English

3.3 (ii) The estimated period for the assignment is: The services are estimated to take twelve (12) calendar months. The estimated number of professional staff-months required for the assignment is: consultant to indicate

(iv) The minimum required experience of proposed professional staff is: 8 years.

(vi) Reports that are part of the assignment must be written in the following language(s): English

3.4 (vii) User and Technical Training is a major component of this assignment: Yes

(viii) Additional information in the Technical Proposal includes: Company Profiles & Experience, staff knowledge & experience in similar projects.

3.7 Taxes: Applicable taxes include Value Added Tax (VAT) and withholding tax on remuneration.

3.8 The quotation shall be in either US Dollars or Euros and Consultant to state local cost in the national currency: Yes.

3.10 Proposals must remain valid for 90 (Ninety) days after the submission date.

4.3 Consultant must submit an original and 3 (Three) additional copies of each proposal:

4.4 The proposal submission address is:
Company Secretary Legal & Corporate Affairs Director
Kenya Electricity Generating Company Limited,
Stima Plaza, Kolobot Road,
P. O. Box 47936 - 00100,
Nairobi, KENYA.

Information on the outer envelope should also include: **Confidential, Supply and Implementation of an Enterprise Resource Planning System (ERP)**

4.5 Proposals must be submitted no later than the following date and time:
**Date: 12\(^{th}\) May 2009**
**Time: 2.00 p.m.**

5.1 The address to send any other information to the Client is:

ICT Manger,
P.O. BOX 47936, 00100
NAIROBI, KENYA
Tel. 254 020 3666504
Fax 254 020 3741178
Email: jombongi@kengen.co.ke

Responses received shall be evaluated to check if the basic requirements (see below) are met and a set of products will then be short-listed. Vendors of these short-listed products will then be requested to visit KenGen and give presentations of their products.

Any expenditure to be incurred by the ERP Product vendors/authorized partners in connection with submission of this tender shall be borne by vendor.

5.3 **Evaluation will be done as indicated below:**

Technical Responses received shall be evaluated to check that the requirements (see below) are met and a set of products and consultants will then be short-listed. Vendors of these short-listed products will then be requested to visit KenGen and give presentations of their products. The costs incurred for the presentations will be born by the vendor.

The vendor will then arrange for KenGen representatives to visit a site that they have proposed in their offer preferably a **UTILITY** of internal standards. The expenses for the visit will be born by KenGen.
KenGen will choose the site to visit from the list provided by the vendor/consultant in their proposal.

### i. Product/ Firm Profile

<table>
<thead>
<tr>
<th>Firm / Product Profile</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>a) Profile of manufacturing firm</strong></td>
</tr>
<tr>
<td>Name of the Manufacturing Firm (MF)</td>
</tr>
<tr>
<td>Year of Incorporation of MF</td>
</tr>
<tr>
<td>Name of ERP Product</td>
</tr>
<tr>
<td>Year Product Launched</td>
</tr>
<tr>
<td>Latest Version launch date</td>
</tr>
<tr>
<td>Turnover of the MF in the last three years</td>
</tr>
<tr>
<td><strong>b) Profile of bidding firm</strong></td>
</tr>
<tr>
<td>Name of the bidding firm (BF) (if different from MF)</td>
</tr>
<tr>
<td>If BF is bidding, then copies of authorization certificates from MF are to be provided.</td>
</tr>
<tr>
<td>Year of Incorporation of BF</td>
</tr>
<tr>
<td>Number of Years of Association of BF with MF</td>
</tr>
<tr>
<td>Turnover of the BF in the last three years</td>
</tr>
</tbody>
</table>
ii. **Technical Evaluation criteria**

<table>
<thead>
<tr>
<th>No.</th>
<th>Item Category</th>
<th>Description</th>
<th>Comment / Scores</th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td>ERP Functional Requirements</td>
<td>Product delivery as per KenGen ERP requirements, described in the appendix.</td>
<td>Compliance</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Compatibility of Proposed Solution with KenGen’s infrastructure and architecture layout i.e. (Hardware, Operating Systems, Databases e.t.c)</td>
<td>Compliance</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Installation and Configuration of a mirrored site.</td>
<td>Compliance</td>
</tr>
<tr>
<td>b)</td>
<td>Proven experience of the firm</td>
<td>Experience in the implementation of ERP, especially the proposed Solution.</td>
<td>5 Marks</td>
</tr>
<tr>
<td></td>
<td>in implementation of relevant</td>
<td>Experience in implementing ERP Solutions of similar size/magnitude in developing countries.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>projects.</td>
<td>Attach testimonials of at least five (5) references, providing the; name of customer, modules implemented, number of users, approximate data set size and the technical environment etc.</td>
<td>7 Marks</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Experience in implementing ERP Solutions in a similar environment (preferably Power Generation Utility).</td>
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<td></td>
<td></td>
<td>Propose one of the relevant installations (mentioned above) for a site visit for a max of ten (10) KenGen staff (at bidders own cost)</td>
<td>6 Marks</td>
</tr>
</tbody>
</table>
## Experience in Implementing and Integrating an Energy Billing Solution

- Experience in implementing and integrating an energy billing solution, capacity based, for a power generation utility.  
  6 Marks

- Experience in data migration from current applications to proposed solution (provide the requisite tools needed)  
  6 Marks

- Experience in integration of proposed solution to SCADA and PI interfaces e.t.c  
  5 Marks

- Experience in carrying out successful change management program.  
  4 Marks

## Staff Qualifications and Experience

- Project/Team Leaders experience in managing projects of similar size and magnitude.  
  5 Marks

- Staff qualifications and experience in implementing ERP solution in a similar environment (preferably Power Generation Utility).  
  5 Marks

- Staff qualifications, knowledge and experience in implementation of the proposed ERP in line with the stated KenGen requirements (Implementation, Migration and integrations)  
  6 Marks

---

**RFP for Supply and Implementation of an Enterprise Resource Planning System (ERP)**
|   | Work plan presentation & methodology | Project plan to include time frames, deliverables, milestones, manpower requirements e.t.c | 6 Marks |
|   |                                       | Project Schedule to include: Process analysis, training, implementation, migration, integration/interfacing, testing, commissioning, documentation, project closure e.t.c. | 6 Marks |
|   | Change Management Plan                | 5 Marks |
|   | Quality Assurance Program             | 5 Marks |
|   | Presentation of proposed solution and implementation methodology | Bidders understanding of KenGen requirements | 6 Marks |
|   |                                       | Overview of proposed Solution | 5 Marks |
|   |                                       | Project Road Map (Implementation Plan) | 5 Marks |
| f) | Site visit                           | Business value derived from the ERP and capability of the consultant in implementing the solution. Duration of the project. | 7 Marks |
|   |                                       | **Total Marks** | **100** |

The minimum technical score required to pass is 80

### 5.7

- The single currency for price conversions is: **Kenya Shilling**.
- The source of official selling rates is: **Central Bank of Kenya**.
- The date of exchange rates is: **The Submission Closing Date**.

The formula for determining the financial scores is the following:

\[
S_f = 100 \times \frac{F_m}{F}, \text{ in which } S_f \text{ is the financial score, } F_m \text{ is the lowest price and } F \text{ the price of the proposal under consideration.}
\]
The financial evaluation will take into account the Total Cost of Ownership over a period of 10 years.

5.8 The weights given to the technical and Financial Proposals are:

\[ T = 0.8 \]
\[ P = 0.2 \]

Where \( T \) is the weight given to the Technical Score while, \( P \) is the weight given to the financial score. Thus \( T + P = 1 \).

6.1 The address for negotiations is:

Company Secretary/Legal & Corporate Affairs Director,
Kenya Electricity Generating Company Limited,
Stima Plaza, Kolobot Road,
P. O. Box 47936 – 00100, Nairobi,
KENYA

7.2 The assignment is expected to commence immediately after the date the contract becomes effective.

The location of the assignment is Nairobi Kenya with travels to Branch offices of the company.
Section 3: Technical Proposal - Standard Forms

3A. Technical Proposal submission form.

3B. Firm’s references.

3C. Comments and suggestions of Consultant on the Terms of Reference and on data, services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition and task assignments.

3F. Format of curriculum vitae (CV) for proposed professional staff.

3G. Time schedule for professional personnel.

3H. Activity (work) schedule.
3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the Consultancy services for [Title of Consultancy 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.

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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:
3B. 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/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<thead>
<tr>
<th>Assignment Name:</th>
<th>Country:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location within Country:</td>
<td>Professional Staff Provided by Your Firm/Entity (profiles):</td>
</tr>
<tr>
<td>Name of Client:</td>
<td>Nº of Staff:</td>
</tr>
<tr>
<td>Address:</td>
<td>Nº of Staff-Months; Duration of Assignment:</td>
</tr>
<tr>
<td>Start Date (Month/Year):</td>
<td>Completion Date (Month/Year):</td>
</tr>
<tr>
<td>Name of Associated Consultant, If Any:</td>
<td>Nº of Months of Professional Staff Provided by Associated Consultant:</td>
</tr>
<tr>
<td>Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:</td>
<td></td>
</tr>
</tbody>
</table>

Narrative Description of Project:

Description of Actual Services Provided by Your Staff:

Firm’s Name: _________________________________

RFP for Supply and Implementation of an Enterprise Resource Planning System (ERP)
3C. COMMENTS AND SUGGESTIONS OF CONSULTANT 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.
3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT
### 3E. Team Composition and Task Assignments

#### 1. Technical/Professional Staff

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Task</th>
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<tbody>
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</table>

#### 2. Support Staff

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Task</th>
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<tbody>
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</tbody>
</table>
3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: ___________________________________________________________

Name of Firm: _______________________________________________________________

Name of Staff: _______________________________________________________________

Profession: _________________________________________________________________

Date of Birth: _______________________________________________________________

Years with Firm/Entity: ________________ 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 about half a page.]

___________________________________________________________________________

**Education:**

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a 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 organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

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

Certification:

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

[Signature of staff member and authorized representative of the firm] Date: Day/Month/Year

Full name of staff member: ________________________________
Full name of authorized representative: __________________________
### 3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Reports Due/Activities</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
<th>11</th>
<th>(36)</th>
<th>Number of Months</th>
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<tbody>
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<tr>
<th>Subtotal (1)</th>
<th>Subtotal (2)</th>
<th>Subtotal (3)</th>
<th>Subtotal (4)</th>
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</table>

Full-time: _______  Part-time: _______
Reports Due: _______
Activities Duration: _______

Signature: ______________________
(Authorized representative)

Full Name: ___________________
Title: _______________________
Address: _____________________
### 3H. ACTIVITY (WORK) SCHEDULE

**A. Field Investigation and Study Items**

<table>
<thead>
<tr>
<th>Activity (Work)</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
<th>11th</th>
<th>12th</th>
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</tbody>
</table>

**B. Completion and Submission of Reports**

<table>
<thead>
<tr>
<th>Reports</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Inception Report</td>
<td></td>
</tr>
<tr>
<td>2. Interim Progress Report</td>
<td></td>
</tr>
<tr>
<td>(a) First Status Report</td>
<td></td>
</tr>
<tr>
<td>(b) Second Status Report</td>
<td></td>
</tr>
<tr>
<td>3. Draft Report</td>
<td></td>
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<tr>
<td>4. Final Report</td>
<td></td>
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</tbody>
</table>
Section 4: Financial Proposal - Standard Forms

4A. Financial Proposal submission form.

4B. Summary of costs.

4C. Breakdown of price per activity.

4D. Reimbursables per activity.

4E. Miscellaneous expenses
4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the Consultancy services for [Title of Consultancy 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].

Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

<table>
<thead>
<tr>
<th>Name and Address of Agents</th>
<th>Amount and Currency</th>
<th>Purpose of Commission or Gratuity</th>
</tr>
</thead>
<tbody>
<tr>
<td>_________________________</td>
<td>____________________</td>
<td>________________________________</td>
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<tr>
<td>_________________________</td>
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<td>_________________________</td>
<td>____________________</td>
<td>________________________________</td>
</tr>
</tbody>
</table>

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:
**4B. SUMMARY OF COSTS**

<table>
<thead>
<tr>
<th>Costs</th>
<th>Currency(ies)¹</th>
<th>Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local Taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Amount of Financial Proposal</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

¹ Maximum of three currencies plus the local currency.

---

*RFP for Supply and Implementation of an Enterprise Resource Planning System (ERP)*
### 4C. BREAKDOWN OF PRICE PER ACTIVITY

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit of sale</th>
<th>Quantity</th>
<th>Unit price</th>
<th>Total price</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.)</td>
<td>ERP Product Cost</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>License Cost (if not part of above)</td>
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<tr>
<td></td>
<td>Implementation costs (Provide a breakdown)</td>
<td>i) Consultancy</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td>ii) Travel</td>
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<td></td>
<td></td>
<td>iii) Hotel accommodation &amp; other</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>b.)</td>
<td>Training for technical and functional staff (Technical &amp; Functional)</td>
<td>Super Users (Functional)</td>
<td>6 staff</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Systems Administration</td>
<td>2 staff</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Systems Development &amp; Support</td>
<td>8 staff</td>
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</table>

<table>
<thead>
<tr>
<th></th>
<th>Discount (%) (If any)</th>
<th>VAT (Local Suppliers)</th>
<th>Other Charges (if any)</th>
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<tbody>
<tr>
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</table>

**Total Cost of Ownership (TCO)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 6</th>
<th>Year 7</th>
<th>Year 8</th>
<th>Year 9</th>
<th>Year 10</th>
<th>Total Cost for Ten Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>i).</td>
<td>Annual Maintenance cost (Approx 600 users)</td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>ii).</td>
<td>Cost of additional user license over the period</td>
<td></td>
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</table>

- The evaluation will consider Total Cost of Ownership (TCO) for a period of ten (10) years for the Annual maintenance Cost (Support, enhancement packages and upgrades, releases e.t.c).
NOTE:

i. In case of discrepancy between unit price and total, the unit price shall prevail.

ii. Quote as per specifications attached to the Tender otherwise your tender will be declared non-responsive.

iii. Any additional cost related to the licensing, upgrade, support or maintenance not captured above should also be declared as part of this bid.

iv. Costing of the Project should be fixed to the assignment completion.

v. Payment will be based on specific milestones to be agreed upon award.

vi. If standard percentages of acquisition costs are used across the years, these are to be specified.

vii. The vendor shall guarantee provision upgrades and or version change over state period (10 years), clearly stating the cost (if not free).
## 4D. REIMBURSABLES PER ACTIVITY

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price In</th>
<th>Total Amount In</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>International flights</td>
<td>Trip</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Miscellaneous travel expenses</td>
<td>Trip</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Subsistence allowance</td>
<td>Day</td>
<td></td>
<td></td>
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<tr>
<td>4.</td>
<td>Local transportation costs(^2)</td>
<td></td>
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<tr>
<td>5.</td>
<td>Office rent/accommodation/clerical assistance</td>
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</tbody>
</table>

**Grand Total**

\(^2\) 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.

---

*RFP for Supply and Implementation of an Enterprise Resource Planning System (ERP)*
## 4E. MISCELLANEOUS EXPENSES

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Communication costs between ________________________________________________</td>
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<tr>
<td></td>
<td>(Telephone, telegram, fax)</td>
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<tr>
<td>2.</td>
<td>Drafting, reproduction of reports</td>
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<tr>
<td>3.</td>
<td>Equipment: vehicles, computers, etc.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>4.</td>
<td>Software</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grand Total</td>
<td></td>
<td></td>
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</tbody>
</table>

*RFP for Supply and Implementation of an Enterprise Resource Planning System (ERP)*
Section 5. Terms of Reference and scope of services

1. BACKGROUND

1.1. The Company

Kenya Electricity Generating Company Limited (KenGen) is the leading electric power generation company in Kenya, producing about 80 percent of electricity consumed in the country. KenGen has a workforce of over 1,500 staff located in the different power plants across the country. The company utilizes various sources to generate electricity ranging from hydro, geothermal, thermal and wind, consisting of fourteen hydro, two geothermal, three thermal, one wind and two off-grid stations, all located in different parts of the country.

1.2 Strategic themes

KenGen has developed a 2018 strategic plan that seeks to move KenGen from a good company to a great company with focus on delivering value to its stakeholders and at the same time achieves sustainability in value creation from “One Generation” of Kenyans to the “Next Generation” of Kenyans.

Achievement of these corporate objectives is hinged on four key strategic pillars:

- Capital Planning and Execution - value shall be derived through geothermal expansion and development of clean energy sources.
- Regulatory management: this involves driving value through influence and lobbying the regulatory environment.
- Operational management: KenGen is expected to deliver lean operations through delivery of value and cost management.
- Strengthened organisational effectiveness to deliver the ambitious goals.

Refer to (APPENDIX 3)

1.3 The ERP upgrade road map

KenGen is embarking on a project to implement an ERP software system to support its key transformation pillars and deliver organizational strategic level objectives. Within the strategic phase we expect the ERP to help set, coordinate and track enterprise objectives, identify prioritize and manage risk.

It is in this respect that vendors or authorized partner with enterprise level ERP products are invited to respond by sending relevant information.

1.4 The systems environment

Kenya Electricity Generating Company Ltd. (KenGen) has implemented a number of information systems to automate its business processes.

The company has adopted to manage most of its internal and external transactions and processes using Systems Applications Products in Data processing (SAP) Version 4.5 B as the ERP which has been active for the past ten (10) years with Six hundred (600) ERP licensed users.

RFP for Supply and Implementation of an Enterprise Resource Planning System (ERP)
1.5 The Implementation Platform

The proposed solution should be compatible with the current ICT infrastructure:

1.5.1 Networks

KenGen is connected through a WAN link with a bandwidth varying from 48kbps to 8 mbps. The set up consists of the following medium:
- VSAT technology (SCPC, TDMA)
- Leased lines (Kenstream links\KDN)
- Radio Microwave links

The KenGen network has deployed active devices including Cisco Routers and Switches.

1.5.2 Hardware

- Sun Fire 4900 Server (Production)
- Sun Fire 2900 Server (Development)
- Sun StorageTek 6500 for common data storage
- C4 Tape Library for scheduling backups
- Sun Ultra 45 Workstation – Master backup Server

1.5.3 Software:

- Solaris (version 9) operating system
- Oracle database version 9i (and above)
- Veritas Netbackup Software (6.0) for systems backup (both online & offline backups)

1.5.4 Applications:

Current layout consists of a 2tier platform that allows for development, quality assurance and production environment. System customizations and changes are moved to the Production box on completion of testing. The production box is closed to customization but is in sync with the dev box. Users use a GUI to access the ERP using different credentials from windows.

The new ERP will run on two separate sites that should be mirrored. Installation and configuration of the mirrored site is inclusive of the project. New system should also allow for auditing and archiving.

1.6 The active modules in current ERP:

- SAP (IFS) - Financial transactions with customers, suppliers, and internal financial processes are managed using this module.
- SAP Budgeting (CO) - Capital expenditure and control are performed via this module.
- SAP (HRS & PAYROLL) - Managing common human resources functions within the company and also staff payroll management.
- SAP (ILS) - Managing the supply chain & stock inventory processes.
- SAP (Workflow) - Automates information and tasks routing from one person to another for action according to a set of procedural rules.
In Addition, the following applications are either integrate or pass over data to SAP:

- **Staff Medical Care Application (Medicare) system**: The system was developed to capture medical expenditure by employees and provide desired reports at any given time. It is interfaced with the human resources module of SAP.

- **Maintenance Management Subsystem (MMS)**: This system is used to simplify and improve the planning execution and monitoring of maintenance tasks within the company’s power plants.

- **Supervisory Control And Data Acquisition (SCADA) system**: The software adopted for this system is PcVue SCADA application. PC Vue SCADA displays information generated by a PLC which collects data from various sensors (parameters) in the power stations, which is then sent to a central point for control and management of various aspects of electricity generation. Data relating to the plant parameters is stored in a Plant Information Server (PI). The PI runs on Osisoft software.

- **WorkflowGen System** – Web based system that manages the company’s business processes and supports flow of documents within the company.

- **Energy Billing System (EBS)** – system used for billing purposes.

- **Automatic Meter Reading (AMR) system** – Web based system that acquires bulk energy meter data within the company’s power plants.

- **Fuel Management System (FMS)** – Captures and Manages fuel consumption data within the thermal power stations.

- **Website and Intranet** – Content Management System for management and update of information.

- **Geothermal Software’s** – Specific to the Geothermal/ Scientific Environment
2. OBJECTIVES

The implementation is aimed at achieving the company’s objective to have in place an efficient, integrated best of breed ERP solution with a platform in which the company can interface and coordinate the main internal business processes to achieve the company’s strategy.

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<tr>
<th>Implementation phases</th>
<th>Business Processes</th>
<th>Comments</th>
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<td><strong>Phase 1</strong></td>
<td>Installation, Customization, Design and Blueprint, Migration, Enhancements, Integration and Commissioning of processes currently running within the company as per (APPENDIX 1)</td>
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<td>Integrated Financial Management System</td>
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<td>Supply Chain Management (Procurement &amp; Logistics)</td>
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<td>HR, Payroll &amp; Staff Medical Care</td>
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<td>Integration to WorkflowGen system</td>
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<td>Energy Billing System for a Power Generating Utility (Capacity based)</td>
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<td><strong>Phase 2</strong></td>
<td>Implementation and migration (where applicable) and integration of new processes as per (APPENDIX 2)</td>
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<td>Asset Lifecycle Management</td>
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<td>Document management (DMS)</td>
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2.1 ERP Road map

As per our strategy map, the proposed ERP should be capable of accommodating continuous growth as far as new business processes are concerned.

Among others, the identified modules will be part of ERP expansion in midterm include Online Business Information Services, Performance Management, Business Process Management, Regulatory Management, Risk Management and Quality Assurance Management.

Based on the need to support future ERP growth, availability of the named modules will form part of the technical evaluation but are not a scope in the pricing.
2.2 Scope of services

a) Relevant systems proposal for the ERP
b) Process analysis and design and production of blue print prior to implementation of each module
c) Detailed project implementation plan including a change management program.
d) Integrating and interfacing with external applications (PI, AMR & WorkflowGen).
e) Official curriculum certification training of KenGen staff both functional & technical prior to implementation
f) Rollout of the system to all plants
g) Requirements for future integration to other systems.
h) Preparation of all technical and functional manuals & documentation
i) Indicate costing in terms of total cost of ownership (TCO) for a minimum of ten (10) years
j) Guarantee a six months, free implementation and support
k) Indicate any possible platform change during the 10 years
l) Should be willing to work with and build the capacity of KenGen’s project team during the implementation phase.
m) User training
n) Systems official handover to KenGen
3. PROJECT DELIVERABLES:

3.1 Customization & Migration

KenGen presently has 11 years worth of transaction data on the current ERP and other systems. This data is crucial for extracting plant costs that is the basis for its power purchase agreements. Replicating the same level of detail that is on the current ERP is of utmost importance to the company.

It is important for the migration to be carried out at transaction level as opposed to lump sum carry over of account balances. The vendor/manufacturer has to provide the tools that shall migrate data from the current KenGen platform to that proposed by the vendor/manufacturer.

3.2 Phase 1 Deliverables:

Existing functionality to be implemented in phase 1 of the project

i. Workflow Functionality Implemented
   - ERP should be workflow enabled
   - Common business processes in HR, Finance and Procurement should be workflow enabled.
   - Workflows should be seamlessly integrated across ERP modules.
   - Users should be able to handle and follow-up workflow actions easily while supervisors monitor activities.
   - The workflow module should be portal based from which users can track their task management.
   - Administrators should be able to quickly design human and system based workflows.
   - Administrators can manage the users and groups participating in the process.
   - Workflows should be profile based.
   - Initiate a new request (based on his profile).
   - Users participating in a workflow get real time notification during the course of the process.
   - Workflows should be seamlessly integrated across ERP modules.
   - The workflow module should easily integrate to web forms.
   - Integration to outlook for notifications.

ii. Finance (FI) Functionality
   a. Chart of Accounts
      - The ERP should be compliant with IAS reporting standards.
      - It should have a robust GL structure and 6 figure GL coding structure.
      - Capable of posting to greater than 12 posting periods.
      - Ability to handle more than one company code structure.
      - Business Area reporting structure.
      - Segmented reporting structure.
      - Functional Areas, Profit Center, Cost Centre Accounting.

   b. General Ledger
      - Chart of Account (COA) groups.
      - Master record configuration.
      - Field status group configuration.
      - Posting key configuration (debits, credits GL, AR, AP).
      - GL line item views.
• Special fields
• Sort variants
• Total variants
• Document capture in foreign currency
• Energy meter billing revenue
• Loan portfolio management.

c. **Reporting**
   • Financial Statement versions – Reporting
   • Predefined reports
   • User customised reporting
   • Export to excel
   • Drill down reporting
   • KPI tracking and management dashboards
   • Reports from application level and table level
   • Reports by company code, business area, profit center, segment area
   • Cost center reports
   • Profitability by plant
   • Financial statements (BS, PL, CF, Equity/RE movements)
   • Multicurrency reports
   • Financial Ratios
   • Covenant ratios – World bank
   • Activity based reports

d. **Tax Computation**
   • Value added tax
   • Withholding tax
   • Corporate tax
   • Tax certificates
   • Tax schedules

e. **Posting documents**
   - Posting document definition
   - Document number range definition
   - Document splitting

f. **Automatic Account determination**
Integration should be based on automatic account assignment that would lead to postings across installed modules. Integration should allow for;
   - Intercompany postings
   - Material management – GL automatic account assignment
   - Automatic reconciliation account postings
   - Payroll integration to GL
   - Posting to GL accounts, cost centres internal orders across modules.

g. **Accounts Payable /Accounts receivable**
Currently there are over 2500 vendors and 1000 customers existing.
   - Vendor master data / customer master data customisation
   - Vendor groupings / Customer grouping
- Special sub-ledger codes
- AR & AP Information system
- Document capture in foreign currency
- Ability to capture down payments
- Automatic accrual payment system
- Built in procure to pay process
- Integration of vendor masters and vendor posting between MM and AP.

h. **Treasury**
   - House bank accounts
   - Bank account GL structure
   - Payment program configuration
   - Bank selection – Payment method choice
   - EFT configuration ability
   - Company payment method
   - Bank account g/l structure (Cash Book, Bank Book, Sub-Ledgers,)
   - Preparation of bank reconciliation statement.
   - Liquidity forecasting /cash management position
   - Planning levels & Planning groups
   - Cash book management
   - Bank statement processing
     - i) Manual bank statement key-in
     - ii) Automatic bank statement upload
     - iii) Integrating to banking systems
   - Exchange rate configuration and Maintenance
   - Loan management functionality.

i. **Fixed Asset**
   KenGen’s present asset base is KShs. 100 billion. The module should be flexible to expand to accommodate an asset size over and above of KShs. 200 billion.
   - Number of assets currently managed is over 25,000 assets.
   - Assets are classified into broad asset classes
   - Asset master record should be customisable
   - Assets should be capable of posting into different depreciation areas
   - Depreciation types
   - Real time depreciation posting & Special depreciation postings
   - Asset acquisitions /Asset construction /Asset retirements /Asset transfers
   - Asset capitalisation
   - Real time integration to GL
   - Automatic account assignment – during asset posting
   - Asset reports by; Company code /asset classes / depreciation / book value / fully depreciated assets
   - Integration of financial assets to plant assets
   - Integration to bar code readers.

j. **Controlling / Budgeting**
   - Budget areas
   - Budget planning versions
   - Cost element accounting
   - Cost element types
   - Cost element reconciliation ledger

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*RFP for Supply and Implementation of an Enterprise Resource Planning System (ERP)*
- Real and statistical postings
- Cost hierarchy
- Flexibility in reporting

k. **Internal Order Accounting (CAPEX)**
   - Used in tracking capital expenditure
   - Settlement structure
   - Planning and budgeting
   - Status management
   - Creation of various order types

l. **Profitability analysis**
   - Planning
   - Planning versions
   - Planning profiles
   - Master data configuration
   - Planning version maintenance
   - Planning document number ranges

m. **Funds Management**
   - Maintain budget funds
   - Cap budget funds
   - Funds center management
   - Fund management
   - Integration to project funded program management
   - Integration to project management
   - Forex revaluation – Automated
   - Forex/commodity Hedging module

n. **Labour Management**
   - Internal labour costing
iii. Supply Chain Management (MM) Functionality
   a. Purchasing
      i) Purchase requisition
         - Create Purchase Requisition
         - Release procedures for PRs
         - PR reports, displays and Histories
         - Follow on functions i.e. assign and process RFQs and Purchase Orders
      ii) Request for quotations
          - Create Request for Quotations
          - Release procedures for RFQs
          - RFQ reports, displays and histories
          - Follow on functions i.e. Assign, maintain prices, Price comparisons and quotation analysis.
      iii) Purchase orders
           - Create Purchase Orders with reference to PRs, RFQs or with no reference
           - Release procedures for Purchase Orders.
           - Printing of Orders.
           - Ability to incorporate extra pricing elements such as freight costs, handling charges etc and being able to get them printed on the order.
           - Follow on functions i.e. capturing GRNs (goods receipt notes)
           - Ability to compare PO and GRN quantities
           - Ability to compare Purchase Order and invoice values
           - Purchase Order reports, displays and histories
           - Master data records for all vendors
           - Vendor evaluation and histories.
   b. Inventory management
      - Have a comprehensive material master
      - Group materials to families
      - Attach the families to GL accounts that will be updated when materials are transacted on.
      - Identification of all possible transactions that take place in storage locations
      - Ability to initiate and carry out physical inventory exercises.
      - Ability to keep histories of all transactions that take place in the store
   c. Spend Planning
      - Annual spend plan
      - Procurement Budget Management
   d. Material Resource Planning
      - Material management and Planning
      - Inventory data
      - Ability to look up the status of all necessary materials at a given time
      - Managing materials Purchasing
      - compare company inventory with estimated materials needs
iv. HR, Payroll and Medicare Functionality

a. **Personnel Administration**
   - Management of Employee Personal files (records)
     - Log all employee related data with the exact date.
     - Keeping Data transparent in time progression at all times up to 31.12.9999
     - Create, copy, delete, delimit, display or lock and unlock staff record
     - Maintain payroll status
     - Correct past employees evolution details
     - Delete personnel number
   - Maintain employee planning data
   - Employee details include but not limited to :
     
     a) Employment details
        - Provide Personnel structure
        - Map Organizational structure
        - Give Enterprise structure
     b) Staff Evolution
        - Hiring, Transfer, Promotion, Re-designation, Suspension, Resignation, Termination, Retirement
     c) Personal details
        - Names, Dates of birth, Social security numbers, Income tax details, Marital status
     d) Family Details
     e) Education and Qualification detail
     f) Appraisals
     g) Staff Loans
     h) Loan payments
     i) Leave entitlement
     j) Leave absences
     k) All staff payments/deductions
     l) Basic pay
     m) Addresses etc
   - Integrate with
     a) Payroll module
     b) Recruitment module
     c) Organization structure management
     d) Training and development modules
   - Share information with the other existing modules such as Finance and Supplies system
   - Compliant with the Kenyan legal (labour) requirement
   - Predefined reports
   - Employee list report as per any employee details
   - Employee statistics report as per all employee details
   - Report trees as per all employee details
   - Report writer
   - Table details
   - Archiving

b. **Training and development**
   - Integrate fully with Personnel management module
   - Maintenance of employee CV
   - Course management
o Creation of course
o Confirmation or cancellation of a booking
o Participant tree
o Course tree
o Participant letters

- Course reports
  o Course catalogues
  o Participants

- Training planning and monitoring
- Training requirements evaluation

c. **Organizational management**

- Organizational structure
  
  i) Organization units
      o Areas/region
      o Sub-Areas -(Stations/Depots)
      o Divisions
      o Departments
      o Sections
  
  ii) Employee
  
  iii) Position
  
  iv) Jobs
  
  v) Cost Centre
  
  vi) Reporting relations
  
  - Dynamic Graphical representation of the org. structure
      o Drill down report tree
      o Organization chart
  
  - Movement all workflows
  
  - Relationship management within all related objects with continuity
  
  - Full Integration with personnel administration module

d. **Recruitment**

- Create new or Maintain existing Applicant
  
  o Capture Applicants initial details
  
  o Maintain subsequent actions/decision on applicant
  
  o Maintain a repository of applicants
  
  o Select applicant (Run an applicant selection report)
  
  o Create advertisement
  
  o Maintain recruitment instruments/agents
  
- view applicants data
  
  o Applicant view
  
  o Applicant reports
  
  o Advertising
  
  o Recruiting instruments/agents
  
  - Hire applicant and Transfer data into Personnel administration module
  
  - Integrated with personnel administration module
  
  - Integrate with website recruitment database

e. **Payroll Accounting**

- Country specific version
  
  o Country specific Drivers
RFP for Supply and Implementation of an Enterprise Resource Planning System (ERP)

- Country specific Schemas
  - Multiple Payroll circle
  - Multiple company code
  - Payroll calendar
  - Off-circle Payroll runs
  - Payroll simulation
  - Define all types wages (Payments or deductions)
  - Any number of Payroll run release, check and corrections each period
  - Differentiated payroll runs for staff with different payroll periods for all payroll runs
  - Retro-calculation
  - Time Management aspects
  - Partial period remunerations
  - Incentive wage accounting
  - Deductions
    - Company loans
    - Arrears Processing for Deduction in Payroll Accounting

- Subsequent Activities
  - Remuneration statement
  - Trial balance
  - Payment and salary payment
    - Employees
    - Third party
  - Payroll account for each staff
  - Payroll journals for detailed, selected payroll data for several employees.
  - Posting to Accounting
    - Posting Retroactive Accounting Data
    - Posting to Special Periods
    - Posting with Personnel Numbers
    - Posting to Customer Accounts for Employees
    - Posting to Substitute Cost Centres
    - Posting to Fixed Cost Centres
    - Integration with Funds Management
    - Providing Data for Personnel Cost Planning
  - Wages distribution per employee per payroll period
  - Wages reporter to evaluate all types of wage that are contained in the payroll results.
  - Transfer reports output to external data base
  - Statutory reports

- Staff access to payslips and historical deductions

- Medicare
  Implement and Migrate staff Medicare system to the ERP
  - Compliant with KenGen medical scheme rules and procedures
  - Capture employees and beneficiaries details
  - Details on medical Service Providers
  - Capture employee medical entitlement
  - Capture employee expenditure
  - Employees and beneficiaries visit details
  - Capture, verify and authorize invoices for payment
  - Generate employees expenditure statements
  - Generate expenditure Reports
o Dates
o Invoices
o Visits
o Balances
o Excess of limits
o company units
o Medical limits
o Employees
o Beneficiaries
o Expenditure
o Service providers
- Post invoices into the finance system for payment, costing or budgeting purposes
- Staff access to the suppliers in medical services master record statement.

g. **Billing System for a Power Generating Utility**

- Data collection in respect of import-export points
- Monthly billing based on meter data.
- Compute energy send out on export points
- Data capture per plant unit covering different cost curves, constraints and operating characteristics.
- A merit order rating to determines the optimum loading of the units for a given station demand.
- Integration with financials
- Report generation
- Capacity based supply tariff
- Central utilities are to be implemented as part of ERP.
3.3 Phase 2 Deliverables:

These ERP modules are required to be implemented under phase II of the upgrade project.

a. Asset lifecycle
   - Accurate inventory of what the organization owns in terms of physical assets both plant and non-plant
   - Give information on what condition the inventory is in and its replacement value.
   - Manage all phases of the asset lifecycle in the asset disposal function.
   - Provide an asset disposal procedure
   - Support valuation of assets.
   - Cater for proactive planning of asset renewal or replacement.

i) Capital Investment Management
   - Determine project investment case
   - Determine project capital allocations
   - Monitoring of Projects/Investments.
   - Track project construction budgets and progress
   - Perform a 10 year forecast
   - Project appraisal and Financing.
   - Loan management.

ii) Project management
   - Allow collaboration on project tasks.
   - Support all phases of project planning
   - Provide support for all stages of a construction project. This includes:
     - Project estimate preparation
     - Feasibility studies and project conceptual design
     - Tendering
     - Tender evaluation including preparation of comparative statements, preparation of reports, etc.
     - Drawing up of work schedules, programmes, milestones, etc.
     - Project Progress Monitoring
     - Capturing variations costs and adjustments due to price increase
   - Support for maintaining records for: measurements, delay registers, hindrance registers and other statutory registers.
   - Facilities to make changes in quantities, add new items, prepare deviation statements.
   - Bill preparation based on measurements recorded. This is to include features for deductions such as security deposits, taxes of various kinds, forest royalties, etc.
   - Generation of interim progress reports giving details of works progress, of payments made, of hindrances and delays, deviations, all from existing data.
   - Preparation of final bill and final report with all relevant details.
   - Movement of Contractors Bills from the date of submission till release of funds.
   - Should have a time tracking capability
   - Enable report of delays
   - Report change in costs and timeline as the project progress
   - Should have a scheduling tool that supports import and export of data from other applications within the organization
   - Interface to MM and FI modules, Primavera, Suretrack system etc mainly used by Contractors
   - Interface with the budgets module

RFP for Supply and Implementation of an Enterprise Resource Planning System (ERP)
iii) **Project portfolio**
- Should be centralized
- Capability of acquiring and viewing information about all of its projects
- Sort and prioritize each project according to certain criteria such as strategic value, impact on resources and/or cost
- Provide executives with a bird’s-eye view of projects so they can
  - Spot redundancies,
  - Spread resources appropriately
  - Keep close tabs on progress
- Have capability’s that cover
  - Monitoring of external resources
  - Planning (budgeting and resources)
  - Funds allocation
  - Prioritization
  - Monitoring and evaluation tool
  - Impacts
  - Projects Risk analysis

iv) **Plant maintenance**
- Draw the distinction between Functional Locations, Equipment, PM Assemblies, and Materials. The distinctions here (particularly between Functional Locations and Equipment) are critical to ensuring that meaningful data can be obtained from Plant Maintenance.
- Maintenance Process
  - Breakdown Maintenance and Corrective Maintenance, Time Based Maintenance and Condition Based Maintenance
  - Estimation of work order costs, and ensuring that costs are sent to the appropriate location in Budget module
  - Single roles and accountability for both supervision and planning
  - Creating task lists, assigning materials, and creating maintenance plans
- Produce a monthly Schedule of planned work, or how to ensure that the work that is scheduled can be balanced with the labor available for its completion or operation.
- CBM will be achieved by:
  a. Effectively integrating to and continuously acquiring data (real time) from but not limited to existing plant monitoring and control systems (SCADA, DCS among others), PLC’s, portable instruments both manually and automatically in order to capture cost of inputs such as labour, spares and materials used in maintaining plant equipment
  b. Continuous analysis of the data in (a) above, convert it into information, presents the information in form of alarms, and recommends the proper prognosis.
  c. Communicate the information in (b) above to the concerned parties via email, mobile devices or any other mode of alerting.
- Maintenance planning and scheduling broken down into several sub-processes:
  - Backlog management
  - Prioritization of work
  - Scheduling of maintenance work
  - Manage work order cost and appropriate budgets
  - Coordination of maintenance schedule and production of electricity schedule
  - Planning of operations jobs and maintenance jobs
  - Generation of alerts on planned jobs on time
  - Recording of work order history
Follow up by key performance indicators.

Integration of planning of jobs to SCADA with requirements as follows:
- Retrieve data from the PI system on critical parameters for Condition Based Maintenance (CBM) that shall be determined by the client.
- Configure automatic generation of Work Orders where a critical level of the parameters is reached.
- Give a notification message of an impending Work Order generation.
- Provide continuous trending of the parameters at any time.

Include other processes such as preventive maintenance, spare parts management and other processes that are dependent on the planning and scheduling process to work

Capability to deal with activities related to overhaul management, rebuild or refurbishment of repairable/rateable items, and cover assignment of works to external contractors

Manage decommissioning to either rehabilitation or condemning

Manage asset assembly and disassembly

Reporting capability for equipment data card having the equipment maintenance history, work tasks and their frequencies, equipment information at a glance.

Produce a monthly Schedule of planned work, labour availability and labour balancing

Include audit trail mechanism capability.

Enable real time information and data flow between the systems:
- Should map financial asset to plant asset and post to SAP FI-GL
- Interface to Inventory module for spares and procurement processes
- Interface to material resource planning to determine availability (quantity) of materials and alert in case they are inadequate.
- Interface to HR for labour costing
- Interface to Budget and Control for budget data and costing.

b. **Transport Management System**

- Manage Mileage returns for company cars
- Fleet maintenance management and control
- Tyre management
- Fleet risk management
  - Warranty management
- Manage workshops and work ticket catalogues
- Licensing and Registration management
- Integration with company insurance policies and Accident Management
  - Cost management
  - Time management
- Management of government inspections
- Car personal/private scheme management
- Vehicle tracking and monitoring automation
- Supplier/service contractor management
- Management of car hire system
- Card based fuel management and electronic invoicing
  - Manage risk and security
  - Information management
- Allow for different views and reports
- Interface with asset lifecycle and plant maintenance modules for management of maintenance, costing and replacements.
- Interface with HR, Finance and Logistics and budget modules
c. **Fuel Management**
   - Fuel order entry
   - Daily inventory reconciliation and accounting.
   - Managing bulk liquid storage tanks
   - Maintaining Source List
   - Displaying Inspection Lot
   - Displaying Batch
   - Executing Report for Purchasing History
   - Stock Overview
   - Interface to financials
   - Quality tests and records tracking

d. **Document Management**
   - Capability to manage documentation, drawings and contracts from a centralized location.

e. **Business Intelligence**
   - Improve reporting
   - Reduce report generation time
   - Undertake business modelling
   - Data warehousing capability
   - Data analysis
   - KPIs reporting
   - Dash boards

f. **Online Business Information Service**
   - Ability to undertake most common ERP services online
   - Ability to interact with customers and suppliers via online portals
   - Ability to access data via portable devices
Improvement of Term of Reference (TOR)

Whereas an attempt has been made to provide a comprehensive list, any error or omission resulting should be exempted. The Consultant may offer suggestions and improvements in the Terms of Reference, which he considers would result in enhancements of the modules 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.

The consultant shall abide by this requirement. Any amendments made by the consultant will be included in the document.
Section 6. Standard Forms of Contract

CONTRACT FOR CONSULTANT’ SERVICES

between

KENYA ELECTRICITY GENERATING COMPANY LTD

and

__________________________
[Name of the Consultant]

Dated: ______________________
**I. Form of Contract**

This CONTRACT (hereinafter called the “Contract”) is made the ................. day of the month of ....................., 2009, between, on the one hand, Kenya Electricity Generating Company Limited, (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’ obligations under this Contract, namely, [name of Consultant] and [name of Consultant] (hereinafter called the “Consultant”).]¹

WHEREAS

(a) the Client has requested the Consultant to provide certain Consultancy 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;

(c) the Client has applied for a credit from the International Development Association (hereinafter called the “Association”) towards the cost of the Services and intends to apply a portion of the proceeds of this credit to eligible payments under this Contract, it being understood (i) that payments by the Association will be made only at the request of the Client and upon approval by the Association, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the credit, and (iii) that no party other than the Client shall derive any rights from the agreement providing for the credit or have any claim to the credit proceeds;

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;

(b) The following Appendices:

Appendix A: Description of the Services
Appendix B: Reporting Requirements
Appendix C: Key Personnel and Sub-Consultant
Appendix D: Medical Certificate - Not used
Appendix E: Hours of Work for Key Personnel

¹ Text in brackets is optional; all notes should be deleted in final text.
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 KENYA ELECTRICITY GENERATING COMPANY LIMITED.

By

______________________________________________
MANAGING DIRECTOR

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 Consultant

[______________________________________________
[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 shall have the following meanings:

(a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;

(b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;

(c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 here below;

(d) “Foreign Currency” means any currency other than the Kenya Shilling;

(e) “GC” means these General Conditions of Contract;

(f) “Government” means the Government of the Republic of Kenya;

(g) “Local Currency” means the Kenya Shilling;

(h) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;

(i) “Party” means the Client or the Consultant, as the case may be and “Parties” means both of them;

(j) “Personnel” means persons hired by the Consultant or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof;

(k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;

(l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and

(m) “Sub consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.
1.3 Language
This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

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

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

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

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

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

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

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

2.5 Force Majeure

2.5.1 Definition
For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

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

2.6 Termination

2.6.1 By the Client

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

(a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;

(b) if the Consultant becomes insolvent or bankrupt;

(c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

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

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

2.6.2 By the Consultant

The Consultant may terminate this Contract by not less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any of the following events:

(a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or

(b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment upon Termination

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

(a) Remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) Except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

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

3.2 Conflict of Interests

3.2.1 Consultant Not to Benefit from Commissions, Discounts, Etc.

(i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant’s sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.
(ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.

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

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project

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

3.2.3 Prohibition of Conflicting Activities

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

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

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

3.3 Confidentiality

The Consultant, his sub consultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client’s business or operations without the prior written consent of the Client.

3.4 Insurance to be Taken Out by the Consultant

The Consultant (a) shall take out and maintain and shall cause any sub consultant[s] to take out and maintain, at his (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 Consultant’s Actions Requiring

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

RFP for Supply and Implementation of an Enterprise Resource Planning System (ERP)
Client’s Prior Approval

(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”).

3.6 Reporting Obligations

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

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

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4. CONSULTANT’S PERSONNEL

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant’s Key Personnel are described in Appendix C. The Key Personnel and 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 Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client’s written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

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

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

5.3 Services and Facilities

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

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Remuneration

The Consultant’s total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, 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 purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

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

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

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

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party’s request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. 

Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

RFP for Supply and Implementation of an Enterprise Resource Planning System (ERP)
### III. Special Conditions of Contract

<table>
<thead>
<tr>
<th>Number of GC Clause</th>
<th>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.3</td>
<td>The language is <strong>English</strong>,</td>
</tr>
<tr>
<td>1.4</td>
<td>The addresses are:</td>
</tr>
<tr>
<td></td>
<td>Client:</td>
</tr>
<tr>
<td></td>
<td>Company Secretary Legal &amp; Corporate affairs Director,</td>
</tr>
<tr>
<td></td>
<td>Kenya Electricity Generating Company Limited,</td>
</tr>
<tr>
<td></td>
<td>Stima Plaza, Kolobot Road,</td>
</tr>
<tr>
<td></td>
<td>P. O. Box 47936 - 00100</td>
</tr>
<tr>
<td></td>
<td>Nairobi, KENYA.</td>
</tr>
<tr>
<td></td>
<td>Attention: <strong>Mrs. R. Miano</strong></td>
</tr>
<tr>
<td></td>
<td>Facsimile: <strong>254 02 248848</strong></td>
</tr>
<tr>
<td>1.6</td>
<td>The Authorized Representatives are:</td>
</tr>
<tr>
<td></td>
<td>For the Client: <strong>The Managing Director or his designated representative as may be communicated from time to time.</strong></td>
</tr>
<tr>
<td></td>
<td>For the Consultant:</td>
</tr>
<tr>
<td>2.1</td>
<td>The effectiveness conditions are the following:</td>
</tr>
<tr>
<td></td>
<td><strong>Signature of the Contract by the two parties</strong></td>
</tr>
<tr>
<td>2.2</td>
<td>The time period shall be <strong>not less than 14 (fourteen days) from the date the contract becomes effective</strong> or such other time period as the parties may agree in writing.</td>
</tr>
<tr>
<td>2.3</td>
<td>The time period shall be <strong>the date upon which the consultant signs the agreement/contract</strong>.</td>
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</tbody>
</table>
3.1 The Consultant will be required to prepare and make a presentation to the client on a date that shall be advised once the evaluation is in progress.

3.4 The risks and the coverages shall be as follows:

(a) Professional liability insurance, with a minimum coverage of One Hundred and ten per cent (110%) of the Contract Value;

(b) employer’s liability and workers’ compensation insurance in respect of the Personnel of the Consultant and of any Subcontract, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

(c) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’ property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.

3.7 “The Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.”

6.1 The ceiling in foreign currency or currencies is: [amount]

The ceiling in local currency is: [amount]

6.2 (a) The price payable in foreign currency or currencies is: [amount]

(b) The price payable in local currency is: [amount]

6.4 The accounts are:
For foreign Currency:
(Insert foreign currency bank account details)

For Local
(Insert local currency bank account details)
Payments shall be made according to the following schedule:

(1) **Thirty (30%) percent** of the contract price shall be paid upon delivery, installation, Technical & Functional team training, processes analysis & design and site visit(s) made by KenGen staff.

(2) **Thirty (30%) percent** of the contract price shall be paid upon Completion of Phase 1.

(3) **Thirty (30%) percent** of the contract price shall be paid upon Completion of Phase 2.

(4) **Ten (10%) percent** of the contract price shall be payable upon delivery of functional manuals & documentation and project sign off.

6.5 The interest rate is:

**LIBOR rate on the foreign currency portion and the Central Bank of Kenya mean lending rate for the local currency portion corresponding to the date upon which payment became due.**

8.2 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 Arbitration Act Cap 49 of the Laws of Kenya. The proceedings shall be held in Nairobi and shall be conducted in English. The arbitral award shall be final and binding on both Parties. The performance of the Services and obligations under this Contract shall continue during the proceedings of arbitration.
Appendix A—Description of the Services

The description of the service is made up of the following:

♦ Terms of Reference
♦ Methodology and work plan
♦ Schedules indicating activities and staff assignments.
Appendix B—Reporting Requirements

The Consultant shall prepare and submit to the KenGen the following documents and reports.

i. Detailed report on project understanding

ii. Systems documentation

iii. Project Closing and Handover report
Appendix C—Key Personnel and Sub-Consultant

List under:  

C-1  Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key foreign Personnel to be assigned to work in Kenya, and staff-months for each.

C-2  Same information as C-1 for Key local Personnel.

C-4  Same as C-1 for Key Personnel to be assigned to work outside Kenya.

C-4  List of approved Sub-Consultant (if already available); same information with respect to their Personnel as in C-1 through C-4.
Appendix D — Medical Certificate

Not Applicable
Appendix E — Hours of Work for Key Personnel

List here the hours of work for Key Personnel; travel time to and from the country of the Republic of Kenya for foreign Personnel (Clause GC 4.4(a)); entitlement, if any, to overtime pay, sick leave pay, vacation leave pay, etc.
Appendix F—Duties of the Client

F-1 Copies of previous study reports and data, where they exist shall be provided.

F-2 Counterpart personnel to be made available to the Consultant by the Client.
Appendix G—Cost Estimates in Foreign Currency

List hereunder cost estimates in foreign currency:

1. (a) Monthly rates for foreign Personnel (Key Personnel and other Personnel)
(b) Monthly rates for local Personnel (Key Personnel and other Personnel).
   **Note:** This should be added if local Personnel are also being paid in foreign currency.

2. **Reimbursable expenditures**
   (a) Per diem allowances.
   (b) Air transport for foreign Personnel.
   (c) Air transport for dependents.
   (d) Transport of personal effects.
   (e) International communications.
   (f) Printing of documents specified in Appendices A and B hereof.
   (g) Acquisition of specified equipment and materials to be imported by the Consultant and to be paid for by the Client (including transportation to Kenya).
   (h) Other foreign currency expenditures, like use of computers, foreign training of Client’s staff, various tests, etc.
Appendix H — Cost Estimates in Local Currency

List hereunder cost estimates in local currency:

1. *Monthly rates for local Personnel (Key Personnel and other Personnel)*

2. *Reimbursable expenditures as follows:*
   (a) *Per diem rates for subsistence allowance for foreign short-term Personnel, plus estimated totals.*
   (b) *Living allowances for long-term foreign Personnel, plus estimated totals.*
   (c) *Cost of local transportation.*
   (d) *Cost of other local services, rentals, utilities, etc.*
Appendix I - Tender Security Form  
(To be on the Letterhead of the Bank)

Whereas ..................................................(name of the tenderer) (hereinafter called “the Tenderer”) has submitted its tender dated ........................................................ (date of submission of tender) for Request for Supply and Implementation of an Enterprise Resource Proposals for Planning System (ERP) (hereinafter called “the Tender”).

KNOW ALL PEOPLE by these presents that WE ...........................................(name of the bank) of ....................................................(address of bank) (hereinafter called “the Bank”), are bound unto KenGen in the sum of ..............................................................(amount in words and figures) for which payment well and truly to be made to the said KenGen, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ___________ day of ___________________ 2009.

THE CONDITIONS of this obligation are:

If the Tenderer withdraws its Tender during the period of tender validity specified by the Tenderer on the Tender Form; or

If the Tenderer, having been notified of the acceptance of its Tender by KenGen during the period of tender validity:

(a) fails or refuses to execute the Contract Form, if required; or

(b) fails or refuses to furnish the performance security, in accordance with the Instructions to Tenderers;

We undertake to pay to KenGen up to the above amount upon receipt of its first written demand, without KenGen having to substantiate its demand, provided that in its demand KenGen will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

______________________________
(Signature of the Bank)
Appendix J — Form of Bank Guarantee for Advance Payments

(To be on the Letterhead of the Bank)

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

TO:  [Name and Address of Client]
     [Name of Contract for Consultant’ Services]

Gentlemen:

In accordance with the provisions of Clauses GC 6.4(a) and SC 6.4(a) of the above-mentioned Contract (hereinafter called “the Contract”), [name and address of Consultant] (hereinafter called “the Consultant”) shall deposit with [name of Client] a bank guarantee to guarantee their proper and faithful performance under the said provisions of the Contract in an amount of [amount of Guarantee], [amount of Guarantee in words].

We, the [bank or financial institution], as instructed by the Consultant, agree unconditionally and irrevocably to guarantee as primary obligor and not as Surety merely, the payment to [name of Client] on his first demand without whatsoever right of objection on our part and without his first claim to the Consultant, in the amount not exceeding [amount of Guarantee], [amount of Guarantee in words].

We further agree that no change or addition to or other modification of the terms of the Contract which may be made between [name of Client] and the Consultant, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until [name of Client] receives full repayment of the same amount from the Consultant.

Yours truly,

Signature and Seal

Name of Bank/Financial Institution

Address

Date

---

3 An amount is to be inserted by the bank or financial institution as specified in Clause SC 6.4(a).

RFP for Supply and Implementation of an Enterprise Resource Planning System (ERP)
MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

Name of Applicant (S)

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2(i) must be filled.

You are advised that giving wrong or false information on this Form will lead to automatic disqualification / termination of your business proposal at your cost.

Part 1 – General

Business
Name:……………………………………………………………………………..…………………
Certificate of Incorporation / Registration No. ………………………………………………………….
Location of business premises: Country .................................................................
Physical address ........................................Town ..........................................................
Building………………………………Floor…………………………………………………………
Plot No. ........................................Street / Road ...........................................................
Postal Address ….................................Postal / Country Code……………………………
Telephone No’s ........................................Fax No’s. ........................................................
E-mail address ...........................................................................................................
Website ....................................................................................................................
Contact Person (Full Names) .......................... Direct / Mobile No’s. .........................
Title .............................................. Power of Attorney (Yes / No) If Yes, attach written document.

Nature of Business (Indicate whether manufacturer, distributor, etc) ........................................

(Applicable to Local suppliers only)
Local Authority Trading License No. ................................. Expiry Date ..............................
Value Added Tax
No.........................................................................................................................

Value of the largest single assignment you have undertaken to date (US$/KShs) ..........
Was this successfully undertaken? Yes / No. ...........................................................(If Yes, attach reference)
Name(s) of your banker(s) ................................................................................................
Branches ............................................................ Tel No’s. .................................

Part 2 (a) – Sole Proprietor

Full names
...........................................................
Nationality ........................................................Country of Origin ................................
*Citizenship details ...........................................................
Company Profile ........................................ (Attach brochures or annual reports in case of public companies)
Part 2 (b) – Partnerships
Give details of partners as follows:

<table>
<thead>
<tr>
<th>Full Names</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. ……………………</td>
<td>…………………</td>
<td>……………………</td>
<td>……..…….</td>
</tr>
<tr>
<td>2. ……………………</td>
<td>…………………</td>
<td>……………………</td>
<td>………..…</td>
</tr>
<tr>
<td>3. ……………………</td>
<td>…………………</td>
<td>……………………</td>
<td>………….…</td>
</tr>
<tr>
<td>4. ……………………</td>
<td>…………………</td>
<td>……………………</td>
<td>………….…</td>
</tr>
</tbody>
</table>

Company Profile …………………….(Attach brochures)

Part 2 (c) – Registered Company
Private or public …………………………………………….
Company Profile ……………………….(Attach brochures or annual reports in case of public companies)
State the nominal and issued capital of the Company
Nominal KShs …………………………………………….
Issued KShs …………………………………………….

List of top ten (10) shareholders and distribution of shareholding in the company.
Give details of all directors as follows:-

<table>
<thead>
<tr>
<th>Full Names</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. ……………………</td>
<td>…………………</td>
<td>……………………</td>
<td>……..…….</td>
</tr>
<tr>
<td>2. ……………………</td>
<td>…………………</td>
<td>……………………</td>
<td>………..…</td>
</tr>
<tr>
<td>3. ……………………</td>
<td>…………………</td>
<td>……………………</td>
<td>………….…</td>
</tr>
<tr>
<td>4. ……………………</td>
<td>…………………</td>
<td>……………………</td>
<td>………….…</td>
</tr>
</tbody>
</table>

Part 2 (d) – Debarment
I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt acts with regard to this or any other tender by KenGen and any other public or private institutions.

Full Names
……………………………………………………………………………………………………
Signature
……………………………………………………………………………………………………
Dated this …………………………………….……………day of ………………………………2009.
In the capacity of
……………………………………………………………………………………………………
Duly authorized to sign Tender for and on behalf of …………………………………………………

Part 2 (e) – Criminal Offence
I/We, (Name (s) of Director (s)):­
a) ……………………………………………………………………………………………

RFP for Supply and Implementation of an Enterprise Resource Planning System (ERP)
have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed

For and on behalf of M/s

In the capacity of

Dated this ………………………………………day of …………………………………2009.

Suppliers’ / Company’s Official Rubber Stamp

Part 2 (f) – Conflict of Interest

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

a) ...........................................................................................................................

b) ...........................................................................................................................

c) ...........................................................................................................................

d) ...........................................................................................................................

For and on behalf of M/s

In the capacity of

Dated this ………………………………………day of …………………………………2009.

Suppliers’ / Company’s Official Rubber Stamp

Part 2 (g) – Interest in the Firm:

Is there any person / persons in KenGen or any other public institution who has interest in the Firm?

Yes / No? ……………………….. (Delete as necessary) Institution ………………………

(Title)    (Signature)   (Date)

Part 2(h) – Experience

Please list here below similar projects accomplished or companies / clients you have supplied with similar items or equipments in the last two (2) years.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Country</th>
<th>Contract/ Order No.</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Contact person (Full Names) ……………………………. E-mail address ………………………

Cell phone no ………………………… (Note: The person should be at the level of director)

*Attach proof of citizenship

* Attach certified copies of the following documents:
  a) Previous orders from companies supplied before

RFP for Supply and Implementation of an Enterprise Resource Planning System (ERP)
b) Certificate of Incorporation / Registration

c) Tax Compliance Certificate (for local suppliers)

d) VAT Certificate (for local suppliers)

e) Audited Financial Statements / Accounts for the last two (2) years

f) Valid Local Authority / Trade License (for local suppliers)

g) The Power of Attorney

**Part 2(i) – Declaration**

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

Full names

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

Signature................................................................................................................................................

For and on behalf of M/s

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

In the capacity of

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

Dated this ................................................... day of ................................................... 2009.

Suppliers’ / Company’s Official Rubber Stamp ..............................................................................