



# **KenGen**

**KENYA ELECTRICITY GENERATING COMPANY PLC**

**KGN-HR-010-2026**

**RFx: 500018217**

**TENDER FOR PROVISION OF STAFF CAPACITY DEVELOPMENT  
PROGRAMS AND PROFESSIONAL TRAINING SERVICES FOR  
KENGEN**

**(OPEN NATIONAL)**

**(FRAMEWORK CONTRACT FOR THREE YEARS)**

**Kenya Electricity Generating Company PLC  
Stima Plaza Phase III, Kolobot Road, Parklands  
P.O. BOX 47936-00100  
NAIROBI.**

**Website: [www.kengen.co.ke](http://www.kengen.co.ke)**

**March 2026**

## INVITATION TO TENDER

PROCURING ENTITY: **KENYA ELECTRICITY GENERATING COMPANY PLC**

CONTRACT NAME AND DESCRIPTION: **TENDER FOR PROVISION OF STAFF CAPACITY DEVELOPMENT PROGRAMS AND PROFESSIONAL TRAINING SERVICES FOR KENGEN**

KenGen PLC invites sealed tenders from eligible candidates for the “**Tender for Provision of Staff Capacity Development Programs and Professional Training Services for KenGen**”, whose specifications are detailed in the Tender Document.

Tendering will be conducted **under open competitive method** to [Open National] using a standardized tender document. Tendering is open to all qualified and interested Tenderers.

The tender is specific to **Open National Tenderers**

Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours between 8am and 5pm starting at the date of advert at the office of:

**General Manager, Supply Chain**

**Tel: (254) (020) 3666000**

Email: [tenders@kengen.co.ke](mailto:tenders@kengen.co.ke); cc [rkanana@kengen.co.ke](mailto:rkanana@kengen.co.ke) ; [jmwaluma@kengen.co.ke](mailto:jmwaluma@kengen.co.ke)

The document can be viewed and downloaded for free from the website [www.kengen.co.ke](http://www.kengen.co.ke) and/or on E-procurement <https://eprocurement.kengen.co.ke:5000/irj/portal> . Tenderers who download the tender document must forward their particulars immediately to ([tenders@kengen.co.ke](mailto:tenders@kengen.co.ke) , 0711036000 and P.O.BOX 47936-00100 postal address) to facilitate any further clarification or addendum

Bidders who are unable to download the tender documents from the website may collect them from any KenGen Supply Chain Office upon payment of a non-refundable fee of **KES. 1, 000.00** paid via Mpesa, pay bill no. **400200 and account no. 01120069076000**, then share the M-Pesa message to KenGen Finance office staff for receipt and issuance of official receipt or through a banker’s cheque and payable to the address given below.

There shall be a virtual pre-bid conference meeting via **zoom** on **14<sup>th</sup> April, 2026 starting at 10.00 a.m.** through the link indicated in the TDS. Bidders should register to get receive the confirmation email containing information about joining the meeting.

All Tenders must be accompanied by a “Tender security as part of the bid document. All tender securities submitted shall be subject to authentication by KenGen.

The **Original Tender Security** of **KES 100,000.00** or equivalent in a freely convertible currency valid for 30 days beyond the tender validity period, in form of:

- Tender Security from a reputable bank registered by the Central Bank of Kenya
- Guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya.
- A guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Public Procurement Regulatory Authority.

All tender securities submitted shall be subject to authentication by KenGen and **MUST** be submitted in a plain sealed envelope and clearly marked “**KGN-HR-010-2026- TENDER FOR PROVISION OF STAFF CAPACITY DEVELOPMENT PROGRAMS AND PROFESSIONAL TRAINING SERVICES FOR KENGEN** ” And addressed to:

**General Manager, Supply Chain,  
Kenya Electricity Generating Company PLC,  
9<sup>th</sup> Floor, KenGen Pension Plaza II,  
Kolobot Road, Parklands,  
P.O. Box 47936, 00100  
NAIROBI.**

**The hard copy of the Original Tender Security clearly labeled should be dropped at the tender box located on Ground Floor at KenGen, KenGen, RBS building on or before the tender closing date and time.**

**E- Tender securities are acceptable subject to:**

- i. Attachment of a scanned copy to the bid document.
- ii. Submission of the e-security to the address indicated below:
  - Such E-Security can be verified by use of a Quick Response (QR) code
  - Such E-Security can be verified via the issuing institution's online portal

The Tenderer shall chronologically serialize all pages of the tender documents submitted.

Completed tenders must be submitted **online** on or before **22<sup>nd</sup> April 2026 at 2.00 p.m.**  
Electronic Tenders will be permitted **through our e-procurement platform found at [www.kengen.co.ke](http://www.kengen.co.ke)**  
**(<https://eprocurement.kengen.co.ke:50001/irj/portal> on or before 22<sup>nd</sup> April 2026 at 2.00 p.m.**  
**Firefox Mozilla is the preferred web browser.**

**[Hard copies of the tender document shall not be permitted]**

Tenders will be opened immediately after the deadline date and time specified above or any dead line date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.

Late tenders will be rejected.

I. The addresses referred to above are:

**a. Address for obtaining further information and for purchasing tender documents**

Physical address for hand Courier Delivery to an office or Tender Box (City, Street Name, Building, Floor Number and Room)

**Kenya Electricity Generating Company PLC  
Stima Plaza Phase III, Kolobot Road, Parklands  
P.O. BOX 47936-00100  
[tenders@kengen.co.ke](mailto:tenders@kengen.co.ke) ;**

**b. Address for Opening of Tenders.**

**General Manager, Supply Chain  
Kenya Electricity Generating Company PLC  
Stima Plaza Phase III, Kolobot Road, Parklands  
P.O. BOX 47936-00100  
6<sup>th</sup> Floor**

**NOTE: Public Procurement Capacity Building Levy**

Pursuant to the enactment of the Legal Notice No. 206 on Public Procurement and Asset Disposal Act 2015, Section 3 (1), KenGen shall retain the Public Procurement Capacity Building Levy at the rate of zero point zero three per centum (0.03%) of the value of the signed contract effective 1<sup>st</sup> September

2024. Payment of the submitted invoices shall therefore be made minus this Levy.

***KenGen adheres to high standards of integrity in its business operations.  
Report any unethical behavior immediately to any of the provided anonymous hotline service.***

- 1) Call Toll Free: 0800722626;
- 2) Free-Fax: 00800 007788;
- 3) Email: [kengen@tip-offs.com](mailto:kengen@tip-offs.com)
- 4) Website: [www.tip-offs.com](http://www.tip-offs.com)

**GENERAL MANAGER, SUPPLY CHAIN**

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## **PART I - TENDERING PROCEDURES**

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## SECTION I -INSTRUCTIONS TO TENDERERS

### A. General

#### 1. Scope of Tender

- 1.1 This tendering document is for the delivery of Non-Consulting Services, as specified in Section V, Procuring Entity's Requirements. The name, identification and number of this tender are specified in the **TDS**.

#### 2. Throughout this tendering document:

- 2.1 The terms:
- a) The term “in writing” means communicated in written form (e.g., by mail, e-mail, fax, including if specified **in the TDS**, distributed or received through the electronic- procurement system used by the Procuring Entity) with proof of receipt;
  - b) if the contexts or esquires, “singular” means “plural” and vice versa; and
  - c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.
- 2.2 The successful Tenderer will be expected to complete the performance of the Services by the Intended Completion Date provided **in the TDS**.

#### 3. Fraud and Corruption

- 3.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015 (the Act), Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.
- 3.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.
- 3.3 **Unfair Competitive Advantage** - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **TDS** and make available to all the firms together with this tender document all Information that would in that respect give such firm any unfair competitive advantage over competing firms.
- 3.4 Unfair Competitive Advantage-Fairness and transparency in the tender process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. The Procuring Entity shall indicate in the **TDS** firms (if any) that provided consulting services for the contract being tendered for. The Procuring Entity shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. The Procuring Entity shall, upon request, make available to any tenderer information that would give such firm unfair competitive advantage over competing firms.

#### 4. Eligible Tenderers

- 4.1 A Tenderer may be a firm that is a private entity, a state-owned entity or institution subject to ITT 4.6, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a Form of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a sub contract or in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS**.
- 4.2 Public Officers, of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse in which they have a substantial or controlling interest shall not be eligible to tender or be awarded contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
- a Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
  - b Receives or has received any direct or indirect subsidy from another Tenderer; or
  - c has the same legal representative as another Tenderer; or
  - d has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
  - e or any of its affiliates participated as a consultant in the preparation of the Procuring Entity's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Tender; or
  - f or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or
  - g would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
  - h has a close business or family relationship with a professional staff of the Procuring Entity or of the project implementing agency, who:
    - i. are directly or indirectly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or
    - ii. Would be involved in the implementation or supervision of such contract unless the conflicts stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the procurement process and execution of the Contract.
- 4.4 A firm that is a Tenderer (either individually or as a JV member) shall not participate in more than one tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member may participate as a sub-contractor in more than one Tender.
- 4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.9.
- 4.6 A Tenderer that has been sanctioned by PPRA or are under a temporary suspension or a debarment imposed by any other entity of the Government of Kenya shall be ineligible to be pre-qualified for,

initially selected for, tender for, propose for, or be awarded a contract during such period of sanctioning. The list of debarred firms and individuals is available at the PPRA Website [www.ppra.go.ke](http://www.ppra.go.ke)

- 4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) only if they can establish that they: (i) are legally and financially autonomous; (ii) operate under Commercial law; and (iii) are not under supervision of the Procuring Entity.
- 4.8 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council take under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person or entity in that country.
- 4.9 A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.
- 4.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose
- 4.11 Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenyan citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. The JV shall not sub contract to foreign firms more than 10 percent of the contract price, excluding provisional sums.
- 4.12 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website [www.cak.go.ke](http://www.cak.go.ke)
- 4.13 A Tenderer may be considered ineligible if he/she offers goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.
- 4.14 A Kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing a valid tax compliance certificate or tax exemption certificate is sued by the Kenya Revenue Authority.

## **5 Qualification of the Tenderer**

5.1 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

5.2 In the event that pre-qualification of Tenderers has been undertaken as stated in ITT 18.3, the *Tender for Provision of Staff Capacity Development Programs and Professional Training Services for KenGen*

provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

## **B. Contents of Tendering Document**

### **6 Sections of Tendering Document**

- 6.1 The tendering document consists of Parts 1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITT 10.

#### **PART 1: Tendering Procedures**

- i) Section I - Instructions to Tenderers (ITT)
- ii) Section II - Tender Data Sheet (TDS)
- iii) Section III - Evaluation and Qualification Criteria
- iv) Section IV - Tendering Forms

#### **PART 2: Procuring Entity's Requirements**

- v) Section V-Procuring Entity's Requirements

#### **PART 3: Contract**

- vi) Section VI - General Conditions of Contract (GCC)
  - vii) Section VII - Special Conditions of Contract (SCC)
- 6.2 Section VIII - Contract Forms
- 6.3 The Invitation to Tender (ITT) notice or the notice to pre-qualify Tenderers, as the case may be, issued by the Procuring Entity is not part of this tendering document.
- 6.4 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 10. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.
- 6.5 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

## **7. Site Visit**

- 7.1 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the Site of the Required Services and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for the Services. The costs of visiting the Site shall be the Tenderer's own expense.

## **8 Pre-Tender Meeting**

- 8.1 The Procuring Entity shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Procuring Entity shall also specify in the **TDS** if a pre-arranged pre-tender site visit will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pre-tender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 8.2 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.
- 8.3 Minutes of the pre-Tender meeting and the pre-arranged pre-tender visit of the site of the service, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the

source of the questions asked.

- 8.4 The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the service at the web page identified in **the TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 10 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

## 9 Clarification of Tender Documents

- 9.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the TDS or raise its enquiries during the pre-Tender meeting and the pre-arranged pretender visit of the site of the Service if provided for in accordance with ITT 8.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender Documents in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the webpage identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents appropriately following the procedure under ITT 8.4.

## 10 Amendment of Tender Documents

- 10.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.
- 10.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 8.4.
- 10.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 24.2 below.

## C. Preparation of Tenders

### 11 Cost of Tendering

- 11.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

### 12 Language of Tender

- 12.1 The Tender as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity shall be written in the English language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

### 13 Documents Comprising the Tender

- 13.1 The Tender shall comprise the following:

- a **Form of Tender** prepared in accordance with ITT 14;

*Tender for Provision of Staff Capacity Development Programs and Professional Training Services for KenGen*

- b **Schedules:** priced Activity Schedule completed in accordance with ITT 14 and ITT 16;c  
**Tender Security or Tender-Securing Declaration** in accordance with ITT 21.1;
- d **Alternative Tender:** if permissible in accordance with ITT 15;
- e **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 22.3;
- f **Qualifications:** documentary evidence in accordance with ITT 19 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
- g **Tenderer's Eligibility:** documentary evidence in accordance with ITT 19 establishing the Tenderer's eligibility to Tender;
- h **Conformity:** documentary evidence in accordance with ITT 18, that the Services conform to the tendering document; and
- i Any other document required in the **TDS**.

The Tenderer shall chronologically serialize pages of all tender documents submitted.

- 13.2 In addition to the requirements under ITT 13.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a Form of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.
- 13.3 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

#### 14 Form of Tender and Activity Schedule

- 14.1 The Form of Tender and priced Activity Schedule shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 22.3. All blank spaces shall be filled in with the information requested.
- 14.2 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

#### 15 Alternative Tenders

Unless otherwise indicated in the TDS, alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Best Evaluated Tender shall be considered by the Procuring Entity.

- 15.1 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the TDS** and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.
- 15.2 When specified **in the TDS**, Tenderers are required to submit alternative technical solutions for specified parts of the Services, and such parts will be identified **in the TDS**, as will the method for their evaluating, and described in Section VII, Procuring Entity's Requirements.

#### 16. Tender Prices and Discounts

- 16.1 The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Activity Schedule (s) shall conform to the requirements specified below.
- 16.2 All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).

- 16.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, submitted by the Tenderer.
- 16.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the Form of Tender in accordance with ITT 16.1.
- 16.5 The Tenderer shall fill in rates and prices for all items of the Services described in the Specifications (or Terms of Reference), and listed in the Activity Schedule in Section VII, Procuring Entity's Requirements. Items for which no rate or price is entered by the Tenderer will not be paid for by the Procuring Entity when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 16.6 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.
- 16.7 If provided for **in the TDS**, the rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and / or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 16.8 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Tenderer in the form of Appendices D and E to the Contract.

## **17 Currencies of Tender and Payment**

- 17.1 The currency of the Tender and the currency of payments shall be Kenya Shillings or equivalent in a freely convertible currency

## **18 Documents Establishing Conformity of Services**

- 18.1 To establish the conformity of the Non-Consulting Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Procuring Entity's Requirements.
- 18.2 Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Procuring Entity's Requirements.
- 18.3 Tender to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a Service provider or group of service providers, qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement processor contract management.
- 18.4 The purpose of the information described in ITT 18.3 above, overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to

provide required information on its ownership and control.

- 18.4 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 18.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.
- 18.6 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.
- 18.7 If a tenderer fails to submit the information required by these requirements, its tenderer will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.
- 18.8 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:
- i) If the procurement process is still on going, the tenderer will be disqualified from the procurement process,
  - ii) if the contract has been awarded to that tenderer, the contract award will be set aside, pending the outcome of (iii),
  - iii) The tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.
- 18.9 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 18.9 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error or which was not attributable to the intentional act, negligence or recklessness of the tenderer.

## **19 Documents Establishing the Eligibility and Qualifications of the Tenderer**

- 19.1 To establish Tenderer's their eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.
- 19.2 The documentary evidence of the Tenderer's qualification stopper form the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 19.3 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed methodology, work plan and schedule.
- 19.4 In the event that pre-qualification of Tenderers has been undertaken, only Tenders from prequalified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.
- 19.5 If pre-qualification has not taken place before Tendering, the qualification criteria for the Tenderers are specified- in Section III, Evaluation and Qualification Criteria.

## 20 Period of Validity of Tenders

20.1 Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by the Procuring Entity in accordance with ITT 24.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive. In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 20, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender.

## 21 Tender Security

21.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.

21.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.

21.3 If a Tender Security is specified pursuant to ITT 21.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:

- i) cash;
- ii) a bank guarantee;
- iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
- iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,

21.4 If a Tender Security is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.

21.5 If a Tender Security is specified pursuant to ITT 21.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.

21.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.

21.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:

- a. If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereof provided by the Tenderer; or
- b. if the successful Tenderer fails to:
- c. sign the Contract in accordance with ITT 46; or
- d. furnish a performance security in accordance with ITT 47.

21.8 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debar the Tenderer from participating in public procurement as provided in the law.

21.9 The Tender Security or Tender-Securing Declaration of a JV must be in the name of the JV that

submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender security or Tender-Securing Declaration shall be in the names of all future members as named in the Form of intent referred to in ITT 4.1 and ITT 13.2.

21.10 A tenderer shall not issue a tender security to guarantee itself.

## **22 Format and Signing of Tender**

22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 13, bound with the volume containing the Form of Tender, and clearly marked "Original." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the **TDS**, and clearly marked as "Copies." In the event of discrepancy between them, the original shall prevail.

22.2 Tenderers shall mark as "CONFIDENTIAL" information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

22.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the **TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

22.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

22.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

## **D. Submission and Opening of Tenders**

### **23 Sealing and Marking of Tenders**

23.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:

- a. in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT 13; and
- b. in an envelope or package or container marked "COPIES", all required copies of the Tender; and
- c. if alternative Tenders are permitted in accordance with ITT 15, and if relevant:
  - i. in an envelope or package or container marked "ORIGINAL-ALTERNATIVE TENDER", the alternative Tender; and
  - ii. in the envelope or package or container marked "COPIES- ALTERNATIVE TENDER", all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

- a) Bear the name and address of the Procuring Entity.
- b) Bear the name and address of the Tenderer; and
- c) Bear the name and Reference number of the Tender.

23.2 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

## **24 Deadline for Submission of Tenders**

24.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified **in the TDS**. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified **in the TDS**.

24.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **25 Late Tenders**

25.1 The Procuring Entity shall not consider any Tender that arrives after the dead line for submission of Tenders, in accordance with ITT 24. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

## **26 Withdrawal, Substitution and Modification of Tenders**

26.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by a n authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- a) Prepared and submitted in accordance with ITT 21 and ITT 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
- b) Received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.

26.2 Tenders requested to be withdrawn in accordance with ITT 25.1 shall be returned unopened to the Tenderers.

26.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

## **27 Tender Opening**

27.1 Except as in the cases specified in ITT 23 and ITT 25.2, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified **in the TDS** in the presence of Tenderers' designated representatives and anyone who choose to attend. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 23.1 shall be as specified **in the TDS**.

27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

- 27.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.
- 27.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.
- 27.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.
- 27.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further. The Form of Tender and the priced Activity Schedule are to be initialed by representatives of the Procuring Entity attending Tender opening in the manner specified **in the TDS**.
- 27.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT25.1).
- 27.8 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:
- a) The name of the Tenderer and whether there is a withdrawal, substitution, or modification;
  - b) The Tender Price, per lot (contract) if applicable, including any discounts; and
  - c) any alternative Tenders;
  - d) The presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.
  - e) Number of pages of each tender document submitted
- 27.9 The Tenderers' representatives who represent shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be distributed to Tenderer upon request.

## **E. Evaluation and Comparison of Tenders**

### **28 Confidentiality**

- 28.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on the intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 42.
- 28.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.
- 28.3 Notwithstanding ITT 28.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

### **29 Clarification of Tenders**

- 29.1 To assist in the examination, evaluation, and comparison of Tenders, and qualification of the Tenderers, the Procuring Entity may, at the Procuring Entity's discretion, ask any tenderer for ***Tender for Provision of Staff Capacity Development Programs and Professional Training Services for KenGen***

clarification of its Tender including break downs of the prices in the Activity Schedule, and other information that the Procuring Entity may require. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the Tenders, in accordance with ITT32.

29.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

### **30 Deviations, Reservations, and Omissions**

30.1 During the evaluation of Tenders, the following definitions apply:

- a) "Deviation" is a departure from the requirements specified in the tendering document;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

### **31 Determination of Responsiveness**

31.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 12.

31.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a) If accepted, would:
  - i. affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or
  - ii. limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
- b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

31.3 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 18 and ITT 19, in particular, to confirm that all requirements of Section VII, Procuring Entity's Requirements have been met without any material deviation or reservation, or omission.

31.4 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

31.5 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformity in the Tender.

31.6 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

31.7 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the TDS**.

## **32 Arithmetical Errors**

32.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

32.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
- b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive .and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail

32.3 Tenderers shall be notified of any error detected in their bid during the notification of a ward.

## **33 Conversion to Single Currency**

33.1 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted into a single currency **as specified in the TDS**.

## **34 Margin of Preference and Reservations**

34.1 Margin of preference on local service providers may be allowed if it is deemed that the services require participation of foreign tenderers. If so allowed, it will be indicated in the **TDS**.

34.2 Where it is intended to reserve the contract to specific groups under Small and Medium Enterprises, or enterprise of women, youth and /or persons living with disability, who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses/firms belonging to the specified group are eligible to tender as specified in the **TDS**. Otherwise, if not so stated, the invitation will be open to all tenderers.

## **35 Evaluation of Tenders**

35.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Best Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

- a) Substantially responsive to the tendering document; and
- b) The lowest evaluated cost.

35.2 In evaluating the Tenders, the Procuring Entity will determine for each Tender the evaluated Tender cost by adjusting the Tender price as follows:

- a) Price adjustment due to discounts offered in accordance with ITT 16.4;
- b) price adjustment due to quantifiable non material non-conformities in accordance with ITT 31.3;
- c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 33; and

- d) any additional evaluation factors specified in the **TDS** and Section III, Evaluation and Qualification Criteria.
- 35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.
- 35.4 In the case of multiple contracts or lots, Tenderers are allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) and for combinations, including any discounts offered in the Form of Tender, is specified in Section III, Evaluation and Qualification Criteria. For one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT
- 35.5. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

## **36 Comparison of Tenders**

- 36.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 35.2 to determine the Tender that has the lowest evaluated cost.

## **37 Abnormally Low Tenders and Abnormally HighTenders Abnormally Low Tenders**

- 37.1 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price.
- 37.2 In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.
- 37.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

### **Abnormally High Tenders**

- 37.4 An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the ProcuringEntity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.
- 37.5 In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if he specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:
- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
  - ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case maybe.

37.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (often due to collusion, corruption or other manipulations), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

### **38 Unbalanced and/or Front-Loaded Tenders**

38.1 If in the Procuring Entity's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or front loaded, the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tender document.

38.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may as appropriate:

- a) Accept the Tender; or
- b) require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding **Kenya Shillings 200,000.00**; or
- c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works; or
- d) Reject the Tender.

### **39 Qualification of the Tenderer**

39.1 The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

39.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 18. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender.

39.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

### **40 Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders**

40.1 The Procuring Entity reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to Contract Award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

## **F. Award of Contract**

### **43 Award Criteria**

43.1 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been

determined to be the Lowest Evaluated Tender.

## **42 Notice of Intention to enter in to a Contract**

42.1 Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract/Notification of award to all tenderers which shall contain, at a minimum, the following information:

- a) The name and address of the Tenderer submitting the successful tender;
- b) The Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;
- d) the expiry date of the Stand still Period; and
- e) instructions on how to request a debriefing and/or submit a complaint during the stand still period;

## **43 Stand still Period**

43.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tenderer to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

43.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter in to a Contract with the successful Tenderer.

## **44 Debriefing by the Procuring Entity**

44.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 42, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

44.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

## **45 Letter of Award**

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 43.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

## **46 Signing of Contract**

46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period

## **47 Performance Security**

- 47.1 Within twenty-one (21) days of the receipt of the Form of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Procuring Entity. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.
- 47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

#### **48 Publication of Procurement Contract**

- 48.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:
- a) Name and address of the Procuring Entity;
  - b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
  - c) The name of the successful Tenderer, the final total contract price, the contract duration.
  - d) Dates of signature, commencement and completion of contract;
  - e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

#### **49 Adjudicator**

- 49.1 The Procuring Entity proposes the person named **in the TDS** to be appointed as adjudicator or under the Contract, at an hourly fee specified in **the TDS**, plus reimbursable expenses. If the Tenderer disagrees with this Tender, the Tenderer should so state in the Tender. If, in the Form of Acceptance, the Procuring Entity has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

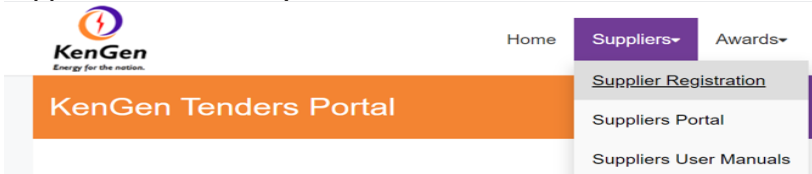
#### **50 Procurement Related Complaints and Administrative Review**

- 50.1 The procedures for making a Procurement-related Complaint are as specified in the **TDS**.
- 50.2 A request for administrative review shall be made in the form provided under contract forms.

## SECTION II - TENDER DATA SHEET (TDS)

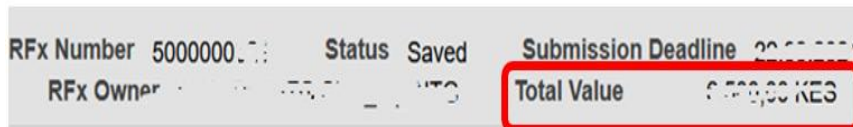
The following specific data for the Non-Consulting Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions here in shall prevail over those in ITT.

**Table 1: TENDER DATA SHEET (TDS)**

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<b>A. General</b>
ITT 1.1	<p>The reference number of the Invitation for Tenders is: <b>[KGN-HR-010-2026]</b></p> <p>The Procuring Entity is: <b>Kenya Electricity Generating Company Plc</b></p> <p>The name of the Contract is: <b>Tender for Provision of Staff Capacity Development Programs and Professional Training Services for KenGen</b></p>
ITT 2.1(a)	<p>Electronic –Procurement System The tender MUST be submitted through our e-procurement platform found at <a href="http://www.kengen.co.ke">www.kengen.co.ke</a> (<a href="https://eprocurement.kengen.co.ke:50001/irj/portal">https://eprocurement.kengen.co.ke:50001/irj/portal</a>)</p> <p><b>SUBMISSION OF TENDERS:</b> <b>Electronic –Procurement System</b></p> <p><b>The tender MUST be submitted through our e-procurement platform found at <a href="http://www.kengen.co.ke">www.kengen.co.ke</a> (<a href="https://eprocurement.kengen.co.ke:50001/irj/portal">https://eprocurement.kengen.co.ke:50001/irj/portal</a>)</b></p> <p><b>SUBMISSION OF TENDERS:</b></p> <p><b>Firefox Mozilla is the preferred web browsers.</b> [Hard copies of the tender document <b>shall not be permitted</b>] For suppliers registering for the first time using the link <a href="https://supplierregistration.kengen.co.ke:4302/slc_selfreg(bDIlbiZjPTMwMCZkPWIpbg==)/bspwdapplication.do#VIEW_ANCHOR-ROS_TOP">https://supplierregistration.kengen.co.ke:4302/slc_selfreg(bDIlbiZjPTMwMCZkPWIpbg==)/bspwdapplication.do#VIEW_ANCHOR-ROS_TOP</a> ensure the <b>“Public Tender”</b> checkbox is ticked so that the login details are sent to suppliers automatically.</p>  <p>It is a mandatory requirement that all documents are uploaded to the SRM System through the link: <a href="https://eprocurement.kengen.co.ke:50001/irj/portal">https://eprocurement.kengen.co.ke:50001/irj/portal</a> , log-in to access the published events under <b>‘RFx and Auctions’</b> tab.</p> <p>After clicking on the Event Number, then click on Register (for Open tenders), then click on ‘Create Response’, bidders to click on <b>‘Technical RFx Response’</b> tab to access the cfolder page to upload your document.</p> <p><b><u>Instructions to Bidders: Caution on Uploading Bid Documents</u></b></p>

- a. **Preferred Submission Method:** Bidders are advised to use the C-Folder for submitting their tenders. This platform is specifically designed to handle bulky technical bid documents of up to 99MB per file.
- b. **Exceeding File Size Limit:** In the event that the bid response exceeds the 99MB limit: -
  - i. Bidders should try to compress the pdf file first to file size less than 99MB and if compressing doesn't reduce the file size consider option **(ii) below**.
  - ii. Split the documents into two or more separate files before submission. This ensures the integrity of the tendering process and accurate evaluation of all necessary information.
- c. Bids uploaded on **Notes and Attachments" Tab** may have a transmission failure and the bid may not be successfully received through the system and KenGen will not be held accountable for failure to transmit on eProcurement portal.
- d. **Assistance and Inquiries:** For any questions or further assistance, bidders are encouraged to reach out to the team at least 48 hours before submission deadline through [eprocurement@kengen.co.ke](mailto:eprocurement@kengen.co.ke); or [tenders@kengen.co.ke](mailto:tenders@kengen.co.ke); or visit our offices through the Karibu Centre.

- Prices **MUST** be entered under item tab of the RFx and **MUST** be similar to the prices in the price/BoQ Schedule.

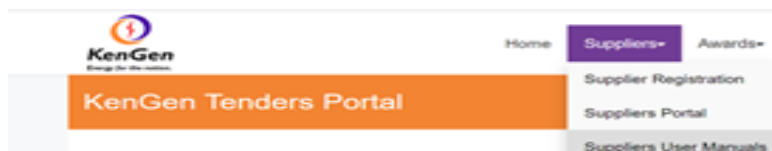


- Bidders should confirm on the supplier portal that the status of their RFx response shows “Submitted” and not “Saved” to ensure their RFx response is submitted.

Event Number	Event Description	Event Type	Event Status	Start Date	End Date	Response Number	Response Status
5000000000	Test Bid Invite (Withdrawal) to Bidders	Open Tendering	Published		22.09.2021	6000000000	Saved
6000000000	Test 4 (Withdrawal) in sus portal	Open Tendering	Published		15.02.2021	6000000000	Submitted



- Bidders who have submitted their bids should not click on WITHDRAW but click on EDIT to amend their bid response with appropriate changes if they desire to do so.
- Manuals to guide on the bidding process are accessible via the KenGen Tenders Portal.



Bidders to note that **system challenges/support** related to bid submission issues shall be **addressed 48 hours before** tender opening date and time.

**ITT 2.2**

The Intended Completion Date is: **Three (3) Years** from the date of contract signature

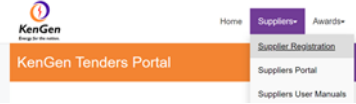
ITT 4.0	<p>Eligibility</p> <p>This tender is open to <b>Open National</b> Tender eligibility and qualifications</p> <p>Proof of eligibility, qualification documents of evidence (see evaluation criteria)</p>
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: <b>N/A</b>
	<b>B. Contents of Tendering Document</b>
ITT 8.1	<p>(a) A pre-tender conference <b><u>will be held</u></b></p> <p><b>Date: 14<sup>th</sup> April 2026</b></p> <p><b>Time: 10:00 a.m.</b></p> <p><b>Venue:</b> Virtual via Zoom</p> <p>Register in advance for this meeting:</p> <p><a href="https://kengen-co-ke.zoom.us/meeting/register/fW7y64s_T_m72lp_8wb6pA">https://kengen-co-ke.zoom.us/meeting/register/fW7y64s_T_m72lp_8wb6pA</a></p> <p>After registering, you will receive a confirmation email containing information about joining the meeting.</p>
ITT 8.2	The questions in writing, to reach the Procuring Entity not later than 7 days before the tender closing date.
ITT 8.4	Minutes of the pre-Tender meeting shall be published on the website <a href="http://www.kengen.co.ke/tenders">www.kengen.co.ke/tenders</a>
ITT 9.1	<p>For Clarification of Tender purposes only, the Procuring Entity's address is:</p> <p>Attention:</p> <p><b>General Manager, Supply Chain,</b> Kenya Electricity Generating Company PLC, <b>9<sup>th</sup> Floor, KenGen Pension Plaza II,</b> Kolobot Road, Parklands, P.O. Box 47936, 00100 NAIROBI.</p> <p><a href="mailto:tenders@kengen.co.ke">tenders@kengen.co.ke</a>; cc <a href="mailto:rkanana@kengen.co.ke">rkanana@kengen.co.ke</a> ; <a href="mailto:jmwaluma@kengen.co.ke">jmwaluma@kengen.co.ke</a></p> <p>Requests for clarification should be received by the Procuring Entity not later than: 7 days before tender closing date.</p>
ITT Reference	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
	The Procuring Entity shall also promptly publish response at the website: <a href="http://www.kengen.co.ke">www.kengen.co.ke</a>
	<b>C. Preparation of Tenders</b>
ITT 13.1 (i)	The Tenderer shall submit the following additional documents in its Tender: <b>As per Evaluation criteria.</b>
ITT 15.1	Alternative Tenders [ <b>"shall not be"</b> ] considered.
ITT 16.1	<p>Tender Prices</p> <p>Prices indicated in the tender form shall be inclusive of all taxes</p>
ITT 16.7	The prices quoted by the Tenderer shall not be subject to adjustment during the performance of the Contract.

ITT 17.1	Foreign currency requirements <b>allowed in a freely convertible currency</b>
ITT 20.1	The Tender validity period shall be <b>154 days from date of tender submission</b>
	The Number of days beyond the expiry of the initial tender validity period will be <b>30 days.</b>
ITT 21.1	<p>All Tenders must be accompanied by a “<b>Tender Security</b>”</p> <p>The Original Tender Security of <b>KES 100,000.00</b> or equivalent in a freely convertible currency, in form of:</p> <ul style="list-style-type: none"> <li>➤ Tender Security from a <b>reputable bank</b> registered by the Central Bank of Kenya</li> <li>➤ Guarantee issued by a <b>financial institution</b> approved and licensed by the Central Bank of Kenya.</li> <li>➤ A guarantee by an <b>insurance company</b> registered and licensed by the Insurance Regulatory Authority listed by the Public Procurement Regulatory Authority.</li> </ul> <p>Valid for 30 days beyond the tender validity period. All tender securities submitted shall be subject to authentication by KenGen and <b>MUST</b> be submitted in a plain sealed envelope and clearly marked “<b>KGN-HR-010-2026-Tender for Provision of Staff Capacity Development Programs and Professional Training Services for KenGen</b>” and addressed to:</p> <p><b>General Manager, Supply Chain, Kenya Electricity Generating Company PLC, Ground Floor, KenGen Pension Plaza I, Kolobot Road, Parklands, P.O. Box 47936, 00100</b></p> <p><b>NAIROBI.</b></p> <p><b>The Original Tender Security</b> clearly labeled should be dropped at the tender box located on <b>Ground Floor at KenGen, KenGen, RBS building on or before tender closing date</b></p> <p><b>E- Tender securities are acceptable subject to:</b></p> <ol style="list-style-type: none"> <li>i. Attachment of a scanned copy to the bid document.</li> <li>ii. Submission of the e-security to the address indicated above: <ul style="list-style-type: none"> <li>➤ Such E-Security can be verified by use of a Quick Response (QR) code</li> <li>➤ Such E-Security can be verified via the issuing institution’s online portal</li> </ul> </li> </ol>
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <b>Tender specific Power of Attorney</b>

Tender submission

**Electronic –Procurement System**

I. For suppliers registering for the first time using the link [https://supplierregistration.kengen.co.ke:4302/slc\\_selfreg\(bDI1biZjPTMwMCZkPWlpbg==\)/bspwapplication.do#VIEW\\_ANCHOR-ROS\\_TOP](https://supplierregistration.kengen.co.ke:4302/slc_selfreg(bDI1biZjPTMwMCZkPWlpbg==)/bspwapplication.do#VIEW_ANCHOR-ROS_TOP) ensure the **“Public Tender” checkbox is ticked** so that the login details are sent to suppliers automatically

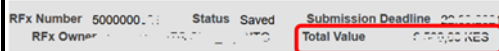


It is a mandatory requirement that all documents are uploaded to the SRM System through the link: <https://eprocurement.kengen.co.ke:50001/irj/portal> , log-in to access the published events under **‘RFx and Auctions’** tab.

After clicking on the Event Number, then click on Register (for Open tenders), then click on ‘Create Response’, bidders to click on **‘Technical RFx Response’** tab to access the cfolder page to upload your document.

**Instructions to Bidders: Caution on Uploading Bid Documents**

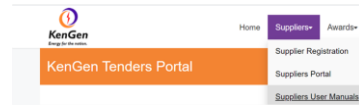
- a. **Preferred Submission Method:** Bidders are advised to use the C-Folder for submitting their tenders. This platform is specifically designed to handle bulky technical bid documents of up to 99MB per file.
  - b. **Exceeding File Size Limit:** In the event that the bid response exceeds the 99MB limit: -
    - i. Bidders should try to compress the pdf file first to file size less than 99MB and if compressing doesn’t reduce the file size consider option **(ii) below**.
    - ii. Split the documents into two or more separate files before submission. This ensures the integrity of the tendering process and accurate evaluation of all necessary information.
  - c. Bids uploaded on **Notes and Attachments" Tab** may have a transmission failure and the bid may not be successfully received through the system and KenGen will not be held accountable for failure to transmit on eProcurement portal.
  - d. **Assistance and Inquiries:** For any questions or further assistance, bidders are encouraged to reach out to the team at least 48 hours before submission deadline through [eprocurement@kengen.co.ke](mailto:eprocurement@kengen.co.ke); or [tenders@kengen.co.ke](mailto:tenders@kengen.co.ke); or visit our offices through the Karibu Centre.
- Prices **MUST** be entered under item tab of the RFx and **MUST** be similar to the prices in the price Schedule.



- Bidders should confirm on the supplier portal that the status of their RFx response shows **“Submitted”** and not **“Saved”** to ensure their RFx response is submitted

Event Number	Event Description	Event Type	Event Status	Start Date	End Date	Response Number	Response Status
5000000001	Test Bid Invite Notification to Bidders	Open Tendering	Published		22.09.2023	6000000000	Saved
5000000001	Test 4 (to off line) in sus portal	Open Tendering	Published		15.02.2024	6000000000	Submitted

- Bidders who have submitted their bids should not click on **WITHDRAW** but click on **EDIT** to amend their bid response with appropriate changes if they desire to do so.
- **Manuals to guide on the bidding process are accessible via the KenGen Tenders Portal.**



**The deadline for Tender submission is:**

Date: **22<sup>nd</sup> April 2026 at 2.00 p.m.**

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 27.1	<p>The Tender opening shall take place at:  <b>Kenya Electricity Generating Company PLC, Ground Floor, KenGen Pension Plaza I, Kolobot Road, Parklands, P.O. Box 47936, 00100NAIROBI.</b></p> <p>I. Date and time: <b>[22<sup>nd</sup> April 2026 at 2.30 p.m.]</b></p> <ul style="list-style-type: none"> <li>•Where bidders or their representatives choose to attend the bid opening, KenGen shall limit the persons to a maximum of 5 people, whom shall be nominated by the bidders present for the opening session.</li> <li>•The tender opening shall be conducted in a spacious environment and observing a social distance of at least 1.5 meters away from each other.</li> </ul> <p>Screening and registration of all attendees shall take place in all sessions.</p> <p><input type="checkbox"/> Failure to attend the bid opening shall not invalidate the process.</p> <p>Bidders can request for the tender opening minutes of the tender opening session through the following email address <a href="mailto:tenders@kengen.co.ke">tenders@kengen.co.ke</a></p>
ITT 27.6	The Form of Tender and priced Activity Schedule shall be initialed by <u>3</u> representatives of the Procuring Entity conducting Tender opening.
<b>E. Evaluation and Comparison of Tenders</b>	
ITT 33.1	Where other currencies are used, the procuring entity shall convert these Currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya before comparing all the responsive tenders.
ITT 34.1	A margin of preference and/or reservation <b>shall not apply</b>
ITT 36.1	<b>Price evaluation will be done for lowest evaluated bidder.</b>
	<p>Preliminary Examination</p> <p>Tender sum as submitted and read out during tender opening is absolute and shall not be subject to correction, adjustment or amendment on any way Sec.82 of PPADA 2015, Subject to section 79(2)(b) of the Act, any error in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects substance of the tender.</p>
<b>F. Award of Contract</b>	
ITT 47.1	Performance security shall be <b>Kenya Shillings 200,000.00</b>
ITT 50.1	The procedures for making a Procurement-related Complaint are detailed in the “Notice of Intention to Award the Contract” herein and are also available from the PPRA Website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a> .





complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered non-responsive and will not be considered further.

### **SCHEDULE CONFIRMATION - MANDATORY FORM**

<b>Schedule No</b>	<b>Schedule Description</b>	<b>Bidders participation in Schedule (YES/No)</b>
1	<b>Leadership &amp; Strategic Management Training Category</b>	
2	<b>Technical Power Generation &amp; Engineering Training Category</b>	
3	<b>Energy Transition &amp; Sustainability Training Category</b>	
4	<b>Project Management &amp; Infrastructure Training Category</b>	
5	<b>Health, Safety, Environment &amp; Quality Training Category</b>	
6	<b>Finance, Audit &amp; Risk Management Training Category</b>	
7	<b>Procurement &amp; Supply Chain Management Training Category</b>	
8	<b>ICT &amp; Digital Transformation Training Category</b>	
9	<b>Human Resource &amp; Organizational Development Training Category</b>	
10	<b>Legal, Governance &amp; Regulatory Compliance Training Category</b>	
11	<b>Personal Effectiveness &amp; Soft Skills Training Category</b>	
12	<b>Gender, Diversity &amp; Workplace Wellness Training Category</b>	

To be eligible for evaluation for a schedule, the bidder's submissions MUST meet and demonstrate capacity and expertise in the area of interest and meet the Technical Requirements of the Schedule (in terms of Relevant Experience in the area, Trainer qualifications, Methodology and capacity). The trainer must also be NITA approved in the relevant Courses.

TENDERER'S NAME: \_\_\_\_\_

TENDERER'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

COMPANY'S RUBBER STAMP:

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## STAGE I: MANDATORY REQUIREMENTS

**Table 2: Mandatory Requirements**

No	Requirements
MR 1	Valid copy of Registration Certificate /Certificate of Incorporation.
MR 2	Valid copy of the business permit.
MR 3	Valid Tax Compliance Certificate/PIN Certificate.
MR 4	Copy of a valid CR 12 issued within 6 months of tender closure (where applicable)/Not Applicable to sole Proprietors (who must submit a copy National ID).
MR 5	Duly filled, signed and stamped Confidential Business Questionnaire.
MR 6	Duly filled, signed and stamped Form of Tender
MR 7	Duly filled, signed and stamped price schedule(s).
MR 8	Duly filled, signed and stamped Addendum(s)/Clarification(s) issued must be attached (Where Applicable).
MR 9	The Tender MUST be submitted in the required format and serialized on each page of the bid submitted, Sec.74.1.i. of the PPADA, 2015.
MR 10	The tender MUST be dully signed by the person lawfully authorized to do so through the tender specific power of Attorney.
MR 11	Tender security of <b>(KES. 100,000.00)</b> or equivalent in a freely convertible currency valid for 30 days beyond the tender validity period and in the form (s) indicated in the TDS.
MR 12	Tender documents Must be submitted through our e-procurement platform found at <a href="http://www.kengen.co.ke">www.kengen.co.ke</a> ( <a href="https://eprocurement.kengen.co.ke:50001/irj/portal">https://eprocurement.kengen.co.ke:50001/irj/portal</a> <b>as indicated in Tender Data Sheet (TDS).</b>
MR 13	Duly filled signed and stamped Self Declaration form that the tenderer is not debarred in the matter of PPADA 2015.
MR 14	Duly filled signed and stamped Self Declaration form that the tenderer will not engage in any corrupt or Fraudulent Practice.
MR 15	Duly filled, signed and stamped Declaration and Commitment to the Code of Ethics.
MR 16	Duly filled, signed and stamped Certificate of Independent Tender Determination
MR 17	Proof of valid registration with National Industrial Training Authority (NITA) as accredited NITA trainer (Attach NITA certificate of Registration as a training provider).
MR 18	All trainings in a schedule must be quoted for in order to be responsive in that schedule.
MR 19	Duly Filled, Signed and stamped Schedule confirmation form.
MR 20	Provide Audited Accounts for the last three (3) consecutive years 2022, 2023 and 2024.

<b>No</b>	<b>Requirements</b>	
MR 21	Financial Ratios	Current Ratio 1:1
		Debt to Equity Ratio of less than 2.33 times
		Positive net worth in their audited balance sheet
		At least one year out of the recent three years of positive Profit before Tax

## **STAGE 2: TECHNICAL EVALUATION ON CAPACITY TO DELIVER THE CONTRACT**

Technical evaluation shall be carried out only if the tender is determined to be responsive to the preliminary examination.

Bidder must demonstrate conformance to the all the technical specifications and requirements in this tender document.

The Technical Evaluation will be based on compliance with the technical specifications set out in this tender document.

**Table 3: Technical Evaluation on Capacity to Deliver the Contract**

<b>Technical Requirement (TR)</b>	<b>Evaluation Criteria</b>	<b>Marks</b>
TR 1	<p><b>Relevant experience</b></p> <p>Experience in provision of <b>5 (Five)</b> training programs within the <b>last five (5) years</b> relevant to the training schedule quoted for (evidence shall be contract extracts/LPOs with recommendation letters and training plan and content covering the lessons, practical activities and assessments)</p> <p><b>NOTE:</b> bidders should provide evidence of relevant trainings for each schedule quoted for.</p> <p><b>(5 Marks for each training)</b></p>	25
TR 2	<p>Trainer qualifications</p> <p><b>Qualification and competence of key staff for the assignment (Attach copies of CVs and certified copies of certificates)</b></p> <p><b>Lead Trainer</b></p> <ul style="list-style-type: none"> <li>i. Minimum 10 years practical experience in provision of training relevant to the schedule quoted for <b>(4 marks)</b></li> <li>ii. At least a Bachelor’s Degree from a recognized Institution relevant to the schedule quoted for. <b>(3 marks)</b></li> <li>iii. The trainer must a member of a relevant professional body in good standing. <b>(3 marks)</b></li> </ul> <p>▪ <b>Two (2) Co-Trainers</b></p> <ul style="list-style-type: none"> <li>i. Minimum 5 years practical experience in provision of training relevant to the schedule quoted for <b>(2 marks for each trainer)</b></li> <li>ii. At least a Bachelor’s Degree from a recognized Institution relevant to the schedule quoted for. <b>(3 marks)</b></li> <li>iii. <b>(1.5 marks for each trainer)</b></li> <li>iv. The trainer must a member of a relevant professional body in good standing. <b>(1.5 marks for each trainer)</b></li> </ul> <p><b>NOTE</b>  <b>Staffing and Change of Staffing</b>  The qualified firm shall not change the resource persons presented as trainers in this tender, unless with approval from KenGen. In case of unprocedural changes, KenGen reserves the right to cancel the contract.</p>	20
TR 3	<p><b>Training methodology &amp; delivery</b></p> <p>a) Technical approach and methodology as per Terms of Reference in Section V of this tender document  <b>(10 marks)</b></p>	20

	<p>b) Detailed Work plan as per Terms of Reference in Section V of this tender document <b>(6 marks)</b></p> <p>c) Training Delivery such as Practical exercise, Small group exercise, relevant case studies etc. <b>(4 marks)</b></p>	
TR 4	<p><b>Monitoring &amp; evaluation framework</b></p> <p>Bidders are required to provide at least three (3) samples of training evaluation digital tools for the four learning levels (<i>reaction, learning, behavior and results</i>) as per Kirkpatrick model –for at least <b>Three (3)</b> training programs provided in <b>TR I</b> above.</p> <p><b>(5 Marks per sample)</b></p>	15
TR 5	<p><b>Institutional capacity</b></p> <p>Bidders are required to provide the following:</p> <p>Company Profile <b>(2.5 Marks)</b></p> <p>Organogram <b>(2.5 Marks)</b></p> <p>Staffing Plan <b>(2.5 Marks)</b></p> <p>Training Venues utilized in previous trainings <b>(2.5 Marks)</b></p>	10
TR 6	<p><b>Use of digital tools &amp; innovation</b></p> <p>Bidders are required to provide a proposal on how they will utilize at least two (2) digital tools and innovation in provision of the training program(s) for the quoted schedule(s) (<i>as and when required/where necessary</i>).</p> <p><b>(5 marks each)</b></p>	10

Minimum technical score to be considered for Financial Evaluation is: **70 marks.**

### Notes on Trainers Qualification

Note 1. Training plan and content to be submitted covering the lessons, practical activities and assessments. The training to be completed within a working week or as may be advised by the Procuring Entity.

Note 2. Attach trainer curriculum, testimonials, references and referrals.

Note 3. Alternative trainers must meet all the criteria provided for the lead trainer or co-trainers as provided in **TR 2** above.

### **STAGE 3. FINANCIAL EVALUATION**

- Financial evaluation shall involve checking completeness of financial bids.
- Award shall be based on the **lowest evaluated compliant bidder per schedule.**  
**Check if one can be given more than one schedule.**
- Consideration of the prevailing market price and value for money
- All prices must be inclusive of all the applicable taxes.
- Tender sum as submitted and read out during tender opening as per the form of tender is absolute and final and shall not be subject to correction, adjustment, or amendment

#### **Terms that shall guide Framework Contract are as per below:**

- i. **Pricing Items & Quantities**
  - a. The quantities listed in the framework agreement are only but Unit items for purposes of bidding.
  - b. Actual quantities shall be formerly requested by KenGen on “**as and when required**” basis.
- ii. **Framework Agreement Pricing**
  - c. The award shall be based on unit Rates per schedule.
  - d. Orders shall be placed, from time to time, on need basis, using the unit rates
  - e. Prices shall remain fixed for the three (3) years duration of the contract.

#### **Framework Duration**

- i. The maximum contracting period shall be three (3) years, but renewable annually upon mutual agreement based on satisfactory performance.
- ii. The parties will review the contractual engagement after the first year before committing to the subsequent years.
- iii. Orders shall be placed, from time to time, on need basis, using the unit rates.
- iv. Compliance with reporting and training deliverables is mandatory.
- v. Unsatisfactory performance may lead to termination of contract.

### **STAGE 4. DUE DILLIGENCE**

- KenGen prior to award of the tender may determine to its satisfaction whether the selected bidder(s) will qualify to perform the contract satisfactorily by carrying out a due diligence visit as required.

## SECTION IV - TENDERING FORMS

### 1 FORM OF TENDER

**(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)**

#### **INSTRUCTIONS TO TENDERERS**

- i) *All italicized text is to help the Tenderer in preparing this form.*
- ii) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (s) below.*

**Date of this Tender submission:**.....[insert date (as day, month and year) of Tender submission]

**Tender Name and Identification:**.....[insert identification]

**Alternative No.:**.....[insert identification No if this is a Tender for an alternative]

To: ..... [Insert complete name of Procuring Entity]

- a) **No reservations:** We have examined and have no reservations to the tendering document, including Addenda issued in accordance with ITT9;
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT4;
- c) **Tender-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT21;
- d) **Conformity:** We offer to provide the Non-Consulting Services inconformity with the tendering document of the following:[insert a brief description of the Non-Consulting Services];
- e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item(f) below is: [Insert one of the options below as appropriate]

Option 1, in case of one lot: Total price is:.....

[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies];

Or

Option 2, in case of multiple lots:(a) Total price of each lot

.....[insert the total price Tender for Provision of Staff Capacity Development Programs and Professional Training Services for KenGen

of each lot in words and figures, indicating the various amounts and the respective currencies]; and (b) Total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];

- f) **Discounts:** The discounts offered and the methodology for their application are:
  - i) The discounts offered are: [Specify in detail each discount offered.]
  - ii) The exact method of calculations to determine the net price after application of discounts is shown below: [Specify in detail the method that shall be used to apply the discounts];
- g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 19.1 (as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS 23.1(as amended if applicable),and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- h) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;
- i) **One Tender Per Tenderer:** We are not submitting any other Tender(s) as an individual Tenderer, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT4.3, other than alternative Tenders submitted in accordance with ITT14;
- j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not ineligible under Kenya's official regulations or pursuant to a decision of the United Nations Security Council;
- k) **State-owned enterprise or institution:** [select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITT 4.6];
- l) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: [insert complete name of each Recipient, its full address, r gratuity].

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

- a) [Delete if not appropriate, or amend to suit] We confirm that we understand the provisions relating to Standstill Period as described in this tendering document and the Procurement Regulations.
- m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- n) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and

- o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- p) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent tender Determination” attached below.
- q) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from \_\_\_\_\_ (specify website) during the procurement process and the execution of any resulting contract.
- r) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
  - i) Tenderer's Eligibility; Confidential Business Questionnaire—to establish we are not in any conflict to interest.
  - ii) Certificate of Independent Tender Determination—to declare that we completed the tender without colluding with other tenderers.
  - iii) Self-Declaration of the Tenderer—to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
  - iv) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “**Appendix I- Fraud and Corruption**” attached to the Form of Tender.

**Name of the Tenderer:**..... *\*[insert complete name of person signing the Tender]*

**Name of the person duly authorized to sign the Tender on behalf of the Tenderer:**..... *\*\*[insert complete name of person duly authorized to sign the Tender]*

**Title of the person signing the Tender:**..... *[insert complete title of the person signing the Tender]*

**Signature of the person named above:** ..... *[insert signature of person whose name and capacity are shown above]*

**Date signed**..... *[insert date of signing]* **day of** ..... *[insert month]*, *[insert year]*

i) **TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE**

**Instruction to Tenderer**

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

a) **Tenderer's details**

	<b>ITEM</b>	<b>DESCRIPTION</b>
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of state which stock exchange	

**General and Specific Details**

b) **Sole Proprietor**, provide the following details.

Name in full \_\_\_\_\_ Age \_\_\_\_\_  
\_\_\_\_\_ Nationality \_\_\_\_\_  
\_\_\_\_\_ Country of Origin \_\_\_\_\_  
\_\_\_\_\_ Citizenship \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c) **Partnership**, provide the following details.

	<b>Names of Partners</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
1				
2				
3				

d) **Registered Company**, provide the following details.

e) Private or public Company \_\_\_\_\_

f) State the nominal and issued capital of the Company-

Nominal Kenya Shillings (Equivalent) .....

Issued Kenya Shillings (Equivalent) .....

i) Give details of Directors as follows.

	<b>Names of Director</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
1				
2				
3				

g) **DISCLOSURE OF INTEREST-Interest of the Firm in the Procuring Entity.**

i) Are there any person/persons in..... (Name of Procuring Entity) who has/have an interest or relationship in this firm?  
Yes/No.....

If yes, provide details as follows.

	<b>Names of Person</b>	<b>Designation in the Procuring Entity</b>	<b>Interest or Relationship with Tenderer</b>
1			
2			
3			

ii) **Conflict of interest disclosure**

	<b>Type of Conflict</b>	<b>Disclosure YES OR NO</b>	<b>If YES provide details of the relationship with Tenderer</b>
1	Tenderer is directly or indirectly controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		

5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be		
	<b>Type of Conflict</b>	<b>Disclosure YES OR NO</b>	<b>If YES provide details of the relationship with Tenderer</b>
	involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?		

#### **h) Certification**

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name\_

\_\_\_\_\_

Title or Designation\_

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## ii) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the \_\_\_\_\_  
\_\_\_\_\_ [Name of Procuring Entity] for: \_\_\_\_\_  
\_\_\_\_\_ [Name and number of tender] in response to the request for tenders  
made by: \_\_\_\_\_ [Name of Tenderer] do hereby make the following statements  
that I certify to be true and complete in every respect:

I certify, on behalf of \_\_\_\_\_ [Name of Tenderer]  
that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) Has been requested to submit a Tender in response to this request for tenders;
  - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
  - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) methods, factors or formulas used to calculate prices;
  - c) the intention or decision to submit, or not to submit, a tender; or
  - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever ever comes first, unless otherwise required by law or as

specifically disclosed pursuant to paragraph (5) (b) above.

Name \_\_\_\_\_ Title\_ Date

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*[Name, title and signature of authorized agent of Tenderer and Date]*

iii) SELF-DECLARATION FORMS

FORM SD I

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015

I, ..... of Post Office Box ..... being a resident of.....  
..... in the Republic of ..... do hereby make a statement asfollows:-

- 1. THAT I am the Company Secretary/ Chief Executive/ Managing Director /Principal Officer/Director of .....  
..... (insert name of the Company) who is a Bidder in respect of **TenderNo.** ..... for .....(insert tender title/description)  
for  
.....(insert name of the Procuring entity) and duly authorized and competent to make thisstatement.
- 2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating inprocurement proceeding under Part IV of the Act.
- 3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....  
.....  
.....  
(Title) (Signature) (Date)

Bidder Official Stamp

**FORM SD2**

**SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE**

I, .....of P. O. Box.....being a resident of .....  
..... in the Republic of.....do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of .....  
..... (*insert name of the Company*) who is a Bidder in respect of Tender No.....  
..... for .....(*insert tender title/description*) for.....(*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (*insert name of the Procuring entity*) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....(*name of the procuring entity*)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to here in above is true to the best of my knowledge information and belief.

.....  
.....  
(Title) (Signature) (Date)

Bidder's Official Stamp

**FORMAT OF POWER OF ATTORNEY**

We..... (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Mrs. / Ms ..... (name and residential address) who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the project/goods/works/services“ .....”, including signing and submission of all documents and providing information / responses to the Kenya Electricity Generating Company PLC, ("KenGen"), representing us in all matters before KenGen, and generally dealing with KenGen in all matters in connection with our Proposal for the said project/goods/works/services.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us

..... (Signature)(Name, Title and Address)

Accepted

..... (Signature)(Name, Title and Address of the Attorney)

**DECLARATION AND COMMITMENT TO THE CODE OF ETHICS**

I, ..... (person) on behalf of **(Name of the Business/ Company/Firm)** ..... declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name ..... of ..... Authorized signatory.....

Sign.....

Position.....

Office address.....

Telephone.....

Email.....

Name of the Firm/Company.....

Date.....

**(Company Seal/ Rubber Stamp where applicable)**

Witness

Name.....

Sign.....

Date.....

....

## iv) APPENDIX I - FRAUD AND CORRUPTION

*(Appendix I shall not be modified)*

### 1. Purpose

1.1 The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (no. 33 of 2015) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

### 2. Requirements

2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

2.2 Kenya's public procurement and asset disposal act (no. 33 of 2015) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

- 1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- 2) A person referred to under sub section (1) who contravenes the provisions of that subsection commits an offence;
- 3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
  - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
  - b) if a contract has already been entered into with the person, the contract shall be voidable;
- 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;

3. An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -

- a) Shall not take part in the procurement proceedings;
- b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
- c) Shall not be a subcontractor for the tender to whom was awarded contract, or a member of the group of tenders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.

4. An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- 4.1 If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. etc.

In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
  - i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v) "obstructive practice" is:
    - a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - b) acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
    - c) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
    - d) Rejects a proposal for award<sup>1</sup> of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
    - e) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Act and Regulations;
    - f) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors,

and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect<sup>2</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

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<sup>1</sup> For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in

A consultancy, and rendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/ audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/ audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

## 2. TENDERER INFORMATION FORM

*[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: .....*[insert date (as day, month and year) of Tender submission]*

ITT No..... *[insert number of Tendering process]*

Alternative No:.....*[insert identification No if this is a Tender for an alternative]*

1. Tenderer's Name .....*[insert Tenderer's legal name]*
2. In case of JV, legal name of each member .....*[insert legal name of each member in JV]*
3. Tenderer's actual or intended country of registration: .....*[insert actual or intended country of registration]*
4. Tenderer's year of registration: ..... *[insert Tenderer's year of registration]*
5. Tenderer's Address in country of registration ..... *[insert Tenderer's legal address in country of registration]*
6. Tenderer's Authorized Representative Information  
Name..... *[insert Authorized Representative's name]*  
Address.....*[insert Authorized Representative's Address]*  
Telephone ..... *[insert Authorized Representative's telephone/fax numbers]*  
Email Address:..... *[insert Authorized Representative's email address]*
7. Attached are copies of original documents of..... *[check the box(es) of the attached original documents]*  
 Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4.  
 In case of JV, Form of intent to form JV or JV agreement, in accordance with ITT 4.1. In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing:
  - i) Legal and financial autonomy
  - ii) Operation under commercial law
  - iii) Establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity
- A current tax clearance certificate or tax exemption certificate in case of Kenyan tenderers issued by the Kenya Revenue Authority in accordance with ITT 4.14.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

**OTHER FORMS**

**3. TENDERER'S JV MEMBERS INFORMATION FORM**

*[The Tenderers shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Tenderer and for each member of a Joint Venture]].*

Date: .....*[insert date (as day, month and year) of Tender submission]*

ITT No..... *[insert number of Tendering process]*

Alternative No.....*[insert identification No if this is a Tender for an alternative]*

1. Tenderer's Name: <i>[insert Tenderer's legal name]</i>
2. Tenderer's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Tenderer's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Tenderer's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Tenderer's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Tenderer's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

**FORM OF TENDER SECURITY-[Option I–Demand Bank Guarantee]**

**Beneficiary:** \_\_\_\_\_ **Request forTenders No:**  
\_\_\_\_\_

**Date:** \_\_\_\_\_ **TENDER GUARANTEE**

**No.:** \_\_\_\_\_

**Guarantor:** \_\_\_\_\_

1. We have been informed that \_\_\_\_\_ (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (hereinafter called" the Tender") for the execution of \_\_\_\_\_ under Request for Tenders No. ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of (\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
  - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
  - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

\_\_\_\_\_  
[signature(s)]

***Note: All italicized text is for use in preparing this form and shall be deleted from the final product.***

## FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee] TENDER

**GUARANTEE No.:** \_\_\_\_\_

1. Whereas ..... [Name of the tenderer] (hereinafter called “the tenderer”) has submitted its tender dated ..... [Date of submission of tender] for the ..... [Name and/or description of the tender] (hereinafter called “the Tender”) for the execution of under Request for Tenders No. \_\_\_\_\_ (“the ITT”).
2. **KNOW ALL PEOPLE** by these presents that WE ..... of ..... [**Name of Insurance Company**] having our registered office at ..... (hereinafter called “the Guarantor”), are bound unto ..... [Name of Procuring Entity] (hereinafter called “the Procuring Entity”) in the sum of ..... (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
  - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
  - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.

then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Signature of the Guarantor]

---

[Witness]

---

[Seal]

**Note: All italicized text is for use in preparing this form and shall be deleted from the final product.**

**TENDER-SECURING DECLARATION FORM**

[The Bidder shall complete this Form in accordance with the instructions indicated] Date: [insert date(as day, month and year) of Tender Submission]

Tender No..... [insert number of tendering process]

To: ..... [insert complete name of

Purchaser] I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
- 2. I/We accept that I / we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation (s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or(ii) fail or refuse to furnish he Performance Security, in accordance with the instructions to tenders.
- 3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
  - a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
  - b) thirty days after the expiration of our Tender.
- 4. I / We understand that if I am / we are / in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid , and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....  
.....

Capacity / title (director or partner or sole proprietor, etc.)  
.....

Name:  
.....

Duly authorized to sign the bid for and on behalf of ..... [insert complete name of Tenderer]

Dated on ..... day of ..... [Insert date of signing]

Seal or stamp

## QUALIFICATION FORMS

### 6. FORM EQU: EQUIPMENT

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

<b>Owner</b>	<b>Name of owner</b>	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

## 7. FORM PER - I

### Contractor's Representative and Key Personnel Schedule

Tenderers should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

### Contractor' Representative and Key Personnel

1.	<b>Title of position:</b> Contractor's Representative	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Ganttchart]</i>
2.	<b>Title of position:</b> [ _____ ]	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Ganttchart]</i>
3.	<b>Title of position:</b> [ _____ ]	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Ganttchart]</i>
4.	<b>Title of position:</b> [ _____ ]	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Ganttchart]</i>
5.	<b>Title of position:</b> <i>[insert title]</i>	
	<b>Name of candidate</b>	

<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

**8. FORM PER-2:**

**Resume and Declaration - Contractor's Representative and Key Personnel.**

Name of Tenderer
------------------

Position [#1]: [title of position from Form PER-1]		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: [language and levels of speaking, reading and writing skills]	
Details	Address of Procuring Entity:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present Procuring Entity:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

<b>Project</b>	<b>Role</b>	<b>Duration of involvement</b>	<b>Relevant experience</b>
[main project details]	[role and responsibilities on the project]	[time in role]	[describe the experience relevant to this position]

**DECLARATION**

I, the undersigned.....[insert either “Contractor’s Representative” or “Key Personnel” as applicable], certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender:-

<b>Commitment</b>	<b>Details</b>
Commitment to duration of contract:	[insert period (start and end dates) for which this Contractor’s Representative or Key Personnel is available to work on this contract]
Time commitment:	[insert period (start and end dates) for which this Contractor’s Representative or Key Personnel is available to work on this contract]

I understand that any misrepresentation or omission in this Form may:

- a) be taken into consideration during Tender evaluation;
- b) result in my disqualification from participating in the Tender;
- c) result in my dismissal from the contract.

Name of Contractor's Representative or Key Personnel: \_\_\_\_\_ [insert name]

Signature:

\_\_\_\_\_

Date: (day month year):

\_\_\_\_\_

Countersignature of authorized representative of the Tenderer:

Signature:

\_\_\_\_\_

Date: (day month year):

\_\_\_\_\_

## TENDERERS QUALIFICATION WITHOUT PRE-QUALIFICATION

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria the Tenderer shall provide the information requested in the corresponding Information Sheets included hereunder.

### 10 FORM ELI - I. I Tenderer Information Form

Date: \_\_\_\_\_ ITT No. and title:

---

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address:
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4 <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 4.1 <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6, documents establishing: <ul style="list-style-type: none"><li>• Legal and financial autonomy</li><li>• Operation under commercial law</li><li>• Establishing that the Tenderer is not under the supervision of the Procuring Entity</li></ul>
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

**11. FORM ELI -I.2**

Tenderer's JV Information Form  
(to be completed for each member of Tenderer's JV)

Date: \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

Tenderer's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name:___ Address:_____ Telephone/Fax numbers: _____ E-mail address:
<p>I. Attached are copies of original documents of</p> <p><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4.</p> <p><input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.6.</p> <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</p>

**12. FORM CON –2**

**Historical Contract Non-Performance, Pending Litigation and Litigation History**

Tenderer's Name: \_\_\_\_\_ Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

<p><b>Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria</b></p> <p><input type="checkbox"/> Contract non-performance did not occur since 1<sup>st</sup> January [insert year] specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.</p> <p><input type="checkbox"/> Contract(s) not performed since 1<sup>st</sup> January [insert year] specified in Section III, Evaluation and Qualification Criteria, requirement 2.1</p>			
<b>Year</b>	<b>Non-performed portion of contract</b>	<b>Contract Identification</b>	<b>Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)</b>
[insert year]	[insert amount and percentage]	<p>Contract Identification: [indicate complete contract name/number, and any other identification]</p> <p>Name of Procuring Entity: [insert full name]</p> <p>Address of Procuring Entity: [insert street/city/country]</p> <p>Reason(s) for nonperformance: [indicate main reason(s)]</p>	[insert amount]
<p><b>Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria</b></p> <p><input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.</p> <p><input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3as indicated below.</p>			

Year of dispute	Amount in dispute (currency )	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)

		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: Status of dispute:	
		Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute: Party who initiated the dispute: Status of dispute:	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<b>Year of dispute</b>	<b>Amount in dispute (currency )</b>	<b>Contract Identification</b>	<b>Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)</b>
<input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4. <input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			
<b>Year of award</b>	<b>Outcome as percentage of Net Worth</b>	<b>Contract Identification</b>	<b>Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)</b>
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Entity" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

**Financial Situation and Performance**

Tenderer's Name: \_\_\_\_\_ Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

ITT No. \_\_\_\_\_ and title: \_\_\_\_\_

**Financial Data**

Type of Financial information in _____ (currency)	Historic information for previous _____ years, (amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					

Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

\*Refer to ITT 15 for the exchange rate

## Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

N o.	Source of finance	Amount (Kenya Shilling equivalent)
1		
2		
3		

## Financial documents

The Tenderer and its parties shall provide copies of financial statements for \_\_\_\_\_ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).
- b) Be independently audited or certified in accordance with local legislation.
- c) Be complete, including all notes to the financial statements.
- d) Correspond to accounting periods already completed and audited.

Attached are copies of financial statements<sup>1</sup> for the \_\_\_\_\_ years required above ; and complying with the requirements

<sup>2</sup>If the most recent set of financial statements is for a period earlier than 12 months from the date of Tender, the reason for this should be justified.

## Average Annual Construction Turnover

Tenderer's Name: \_\_\_\_\_

Date: \_\_\_\_\_ JV Member's Name \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

<b>Annual turnover data (construction only)</b>			
<b>Year</b>	<b>Amount Currency</b>	<b>Exchange rate</b>	<b>Kenya Shilling equivalent</b>
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Construction Turnover *			

\* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

### 15. FORM FIN-3.3:

#### Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contractor contracts as specified in Section III, Evaluation and Qualification Criteria.

<b>Financial Resources</b>		
<b>No.</b>	<b>Source of financing</b>	<b>Amount (Kenya Shilling equivalent)</b>
1		
2		
3		

**16 FORMFIN-3.4:**

**Current Contract Commitments / Works in Progress**

Tenderers and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

<b>N o.</b>	<b>Name of Contract</b>	<b>Procuring Entity's Contact Address, Tel,</b>	<b>Value of Outstanding Work [Current Kenya Shilling /month Equivalent]</b>	<b>Estimat ed Comple tion Date</b>	<b>Average Monthly Invoicing Over Last Six Months [Kenya Shilling /month]</b>
1					
2					
3					
4					
5					

**17. FORM EXP-4.I**

**General Construction Experience**

Tenderer's Name: \_\_\_\_\_ Date: \_\_\_\_\_ JV Member's  
 Name \_\_\_\_\_ ITT No. and title: \_\_\_\_\_  
 \_\_\_\_\_ Page \_\_\_\_\_ of  
 \_\_\_\_\_ pages

<b>Starting Year</b>	<b>Ending Year</b>	<b>Contract Identification</b>	<b>Role of Tenderer</b>
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	

**18 FORM EXP -4.2(a)**

**Specific Construction and Contract Management Experience**

Tenderer's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_ ITT No. and title: \_\_\_\_\_

<b>Similar Contract No.</b>	<b>Information</b>			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	<b>Kenya Shilling</b>			
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Address: Telephone/fax number E-mail:				
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:				
1. Amount				
2. Physical size of required works items				
3. Complexity				
4. Methods/Technology				
5. Construction rate for key activities				
6. Other Characteristics				

**19. FORMEXP-4.2(b)**

**Construction Experience in Key Activities**

Tenderer's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Tenderer's JV Member Name: \_\_\_\_\_ Sub-contractor's

Name<sup>3</sup> (as per ITT35): \_\_\_\_\_ ITT No. and title: \_\_\_\_\_

All Sub-contractors for key activities must complete the information in this form as per ITT 34 and Section III, Evaluation and Qualification Criteria, Sub-Factor 4.2.

1. Key Activity No One: \_\_\_\_\_

Information				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount				<b>Kenya Shilling</b>
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Procuring Entity's Name:				
Address: Telephone/fax number E-mail:				

Information	
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	
1	
2	
3	
4	
5	

2. Activity No. Two 3.

.....

**PRICE SCHEDULE  
FORMS**

[The tenderer shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column I of the Price Schedules shall coincide with the List of Goods and Related Services specified by the Procuring Entity in the Schedule of Requirements.

**PRICE SCHEDULE**

**SCHEDULE I: Leadership & Strategic Management Training Category**

#	Description	UoM	Qty	Unit Price (Rate per person) inclusive of all applicable taxes, levies and any
1	Provision of Executive Leadership Training	Pax	1	
2	Provision of Strategy Execution Training	Pax	1	
3	Provision of Corporate Governance Training	Pax	1	
4	Provision of Agile Leadership Training	Pax	1	
5	Provision of Strategic Advocacy Training	Pax	1	
Total Inclusive of all applicable taxes				
Currency of the tender				

TENDERER'S NAME: \_\_\_\_\_

TENDERER'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

COMPANY'S RUBBER STAMP:

**SCHEDULE 2: Technical Power Generation & Engineering Training Category**

#	Description	UoM	Qty	Unit Price (Rate per person) inclusive of all applicable taxes, levies and any other applicable costs
1	Provision of training in Geothermal Plant Operations	Pax	1	
2	Provision of training in Solar Energy	Pax	1	
3	Provision of training in Heating, Ventilation & Air Conditioning (HVAC)	Pax	1	
4	Provision of training on Compressed Air Systems	Pax	1	
5	Provision of training in Steamfield Instrumentation	Pax	1	
Total Inclusive of all applicable taxes				
Currency of the tender				

TENDERER'S NAME: \_\_\_\_\_

TENDERER'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

COMPANY'S RUBBER STAMP:

**SCHEDULE 3: Energy Transition & Sustainability Training Category**

#	Description	UoM	Qty	Unit Price (Rate per person) inclusive of all applicable taxes, levies and any other applicable cost
1	Provision of training in Renewable Energy Assessment	Pax		
2	Provision of training in Climate Change Management	Pax		
3	Provision of training in Environmental, Social and Governance Reporting	Pax		
Total Inclusive of all applicable taxes				
Currency of the tender				

TENDERER'S NAME: \_\_\_\_\_

TENDERER'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

COMPANY'S RUBBER STAMP:

**SCHEDULE 4: Project Management & Infrastructure Training Category**

#	Description	UoM	Qty	Unit Price (Rate per person) inclusive of all applicable taxes, levies and any other applicable cost
1	Provision of Project Management training	Pax	1	
2	Provision of Monitoring & Evaluation training	Pax	1	
3	Provision of Construction Management training	Pax	1	
Total Inclusive of all applicable taxes				
Currency of the tender				

TENDERER'S NAME: \_\_\_\_\_

TENDERER'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

COMPANY'S RUBBER STAMP

**SCHEDULE 5: Health, Safety, Environment & Quality Training Category**

#	Description	UoM	Qty	Unit Price (Rate per person) inclusive of all applicable taxes, levies and any other applicable cost
1	Provision of Occupational Health & Safety training	Pax	1	
2	Provision of Environmental Compliance training	Pax	1	
3	Provision of Health, Safety, Environment & Quality Risk Management training	Pax	1	
Total Inclusive of all applicable taxes				
Currency of the tender				

TENDERER'S NAME: \_\_\_\_\_

TENDERER'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

COMPANY'S RUBBER STAMP

**SCHEDULE 6: Finance, Audit & Risk Management Training Category**

#	Description	UoM	Qty	Unit Price (Rate per person) inclusive of all applicable taxes, levies, and any other applicable costs
1	Provision of Financial Management Training	Pax	1	
2	Provision of Budgeting and Cost Controls Training	Pax	1	
3	Provision of Corporate Finance Training	Pax	1	
4	Provision of Financial Risk Management Training	Pax	1	
5	Provision of Audit & Assurance Training	Pax	1	
Total Inclusive of all applicable taxes				
Currency of the tender				

TENDERER'S NAME: \_\_\_\_\_

TENDERER'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

COMPANY'S RUBBER STAMP:

**SCHEDULE 7: Procurement & Supply Chain Management Training Category**

#	Description	UoM	Qty	Unit Price (Rate per person) inclusive of all applicable taxes, levies and any other applicable cost
1	Provision of Public Procurement training	Pax	1	
2	Provision of Contract Management Training	Pax	1	
3	Provision of Logistics training	Pax	1	
4	Provision of Inventory Management training	Pax	1	
5	Sustainable Procurement	Pax	1	
6	Multilateral Donor Funded Projects/ EPC Contracts	Pax	1	
7	PPP Project	Pax	1	
Total Inclusive of all applicable taxes				
Currency of the tender				

TENDERER'S NAME: \_\_\_\_\_

TENDERER'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

COMPANY'S RUBBER STAMP:

**SCHEDULE 8: ICT & Digital Transformation Training Category**

#	Description	UoM	Qty	Unit Price (Rate per person) inclusive of all applicable taxes, levies and any other applicable cost
1	Provision of Generative AI Training	Pax	1	
2	Provision of Data Analytics Training	Pax	1	
3	Provision of Cybersecurity Training	Pax	1	
4	Provision of Cloud Systems Training	Pax	1	
5	Provision of Enterprise Systems Training	Pax	1	
Total Inclusive of all applicable taxes				
Currency of the tender				

TENDERER'S NAME: \_\_\_\_\_

TENDERER'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

COMPANY'S RUBBER STAMP:

**SCHEDULE 9: Human Resource & Organizational Development Training Category**

#	Description	UoM	Qty	Unit Price (Rate per person) inclusive of all applicable taxes, levies and any other applicable cost
1	Provision of Talent Management training	Pax	1	
2	Provision of Workforce Planning training	Pax	1	
3	Provision of Industrial Relations training	Pax	1	
4	Provision of Retirement Planning training	Pax	1	
Total Inclusive of taxes				
Currency of the tender				

TENDERER'S NAME: \_\_\_\_\_

TENDERER'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

COMPANY'S RUBBER STAMP

**SCHEDULE 10: Legal, Governance & Regulatory Compliance Training Category**

#	Description	UoM	Qty	Unit Price (Rate per person) inclusive of all applicable taxes, levies and any
1	Provision of Corporate Law Training	Pax	1	
2	Provision of Contract Management Training	Pax	1	
3	Provision of Regulatory Compliance Training	Pax	1	
Total Inclusive of taxes				
Currency of the tender				

TENDERER'S NAME: \_\_\_\_\_

TENDERER'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

COMPANY'S RUBBER STAMP:

**SCHEDULE II: Personal Effectiveness & Soft Skills Training Category**

#	Description	UoM	Qty	Unit Price (Rate per person) inclusive of all applicable taxes, levies and any other applicable cost
1	Provision of Communication training	Pax	1	
2	Provision of Negotiation training	Pax	1	
3	Provision of Leadership Presence training	Pax	1	
4	Provision of Coaching training	Pax	1	
5	Provision of Productivity Improvement training	Pax	1	
Total Inclusive of taxes				
Currency of the tender				

TENDERER'S NAME: \_\_\_\_\_

TENDERER'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

COMPANY'S RUBBER STAMP

**SCHEDULE 12: Gender, Diversity & Workplace Wellness Training Category**

#	Description	UoM	Qty	Unit Price (Rate per person) inclusive of all applicable taxes, levies and any other applicable cost
1	Provision of Gender Mainstreaming, training	Pax	1	
2	Provision of Diversity, Equity, Inclusion & Belonging (DEIB) Training	Pax	1	
3	Provision of Mental Health training	Pax	1	
4	Provision of Employee Wellness training	Pax	1	
Total Inclusive of taxes				
Currency of the tender				

TENDERER'S NAME: \_\_\_\_\_

TENDERER'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

COMPANY'S RUBBER STAMP:

**NOTIFICATION OF INTENTION TO AWARD**

**[This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender.]**

**[Send this Notification to the Tenderer's Authorized Representative named in the Tenderer Information Form]** For the attention of Tenderer's Authorized Representative

Name ..... [insert Authorized Representative's name]

Address: ..... [insert Authorized Representative's Address]

Telephone numbers..... [insert Authorized Representative's telephone/fax numbers]

Email Address: ..... [insert Authorized Representative's email address]

**[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]**

**DATE OF TRANSMISSION:** ..... This Notification is sent by: [email/fax] on [date] (local time)

**Procuring Entity** ..... [insert the name of the Procuring Entity]

**Contract title**..... [insert the name of the contract]

**ITT No:**..... [insert ITT reference number from Procurement Plan]

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) Request a debriefing in relation to the evaluation of your Tender, and/or
- b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

**I). The successful Tenderer**

<b>Name:</b>	[insert name of successful Tenderer]
<b>Address:</b>	[insert address of the successful Tenderer]
<b>Contract price:</b>	[insert contract price of the successful Tender]

**ii). Other Tenderers [INSTRUCTIONS: insert names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.]**

<b>Name of Tenderer</b>	<b>Tender price</b>	<b>Evaluated Tender price (if applicable)</b>
[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]

[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]

**iii). How to request a debriefing**

**DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).**

You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

**Attention**..... [insert full name of person, if applicable]  
**Title/position** ..... [insert title/position]  
**Agency**..... [insert name of Procuring Entity]  
**Email address** ..... [insert email address]

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

**iv. How to make a complaint**

**Period: Procurement-related Complaint challenging the decision to award shall be submitted by [insert date and time].**

Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:

**Attention**..... [insert full name of person, if applicable]  
**Title/position** ..... [insert title/position]  
**Agency**..... [insert name of Procuring Entity]  
**Email address** ..... [insert email address]

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Stand still Period and received by us before the Stand still Period ends. In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required to support the complaint.
5. The application must be accompanied by the fees set out in the Procurement Regulations, which shall not be refundable (information available from the Public Procurement Authority at [complaints@ppra.go.ke](mailto:complaints@ppra.go.ke); [info@ppra.go.ke](mailto:info@ppra.go.ke) or

**v). Standstill Period**

**DEADLINE: The Standstill Period is due to end at midnight on [insert date] (local time).**

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Procuring Entity:

**Signature:** \_\_\_\_\_ **Name:** \_\_\_\_\_ **Title/position:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**2 REQUEST FOR REVIEW**

**FORM FOR REVIEW(r.203(1))**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

**APPLICATION NO.....OF.....20.....**

**BETWEEN**

**.....APPLICANT AND**

**.....RESPONDENT (Procuring Entity)**

Request for review of the decision of the..... (Name of the Procuring Entity of .....dated the...day of .....20.....in the matter of Tender No.....of .....20..... for (Tender description).

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address: Physical address P. O. Box No..... Tel. No.....Email....., hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely: 1.

2.

By this memorandum, the Applicant requests the Board for an order/orders that: 1.

2.

SIGNED .....(Applicant) Dated on.....day of ...../...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of .....20.....

**SIGNED**

**Board Secretary**

**3. LETTER OF AWARD**

*[Form head paper of the Procuring Entity]*

.....*[date]*

To: ..... *[name and address of the Service Provider]*

This is to notify you that your Tender dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us (Procuring Entity).

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section X, Contract Forms, of the tender document.

Please return the attached Contract duly signed

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Agency:.....

Attachment: Contract

#### 4. FORM OF CONTRACT [Formhead paper of the Procuring Entity] LUMP SUM REMUNERATION

This CONTRACT (herein after called the "Contract") is made the [day] day of the month of [month], [year], between, on the one hand, [name of Procuring Entity] (herein after called the "Procuring Entity") and, on the other hand, [name of Service Provider] (hereinafter called the "Service Provider").

**[Note:** In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: "... (herein after called the "Procuring Entity") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Procuring Entity for all the Service Provider's obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (herein after called the "Service Provider").]

#### WHEREAS

- a) The Procuring Entity has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (herein after called the "Services");
- b) the Service Provider, having represented to the Procuring Entity 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 at a contract price of \_\_\_\_\_ ;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
  - a) The Form of Acceptance;
  - b) The Service Provider's Tender
  - c) The Special Conditions of Contract;
  - d) The General Conditions of Contract;
  - e) The Specifications;
  - f) The Priced Activity Schedule; and
  - g) The following Appendices: **[Note:** If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]

Appendix A: Description of the Services Appendix B: Schedule of Payments Appendix C:  
Subcontractors Appendix D: Breakdown of Contract Price  
Appendix E: Services and Facilities Provided by the Procuring Entity

2. The mutual rights and obligations of the Procuring Entity and the Service Provider shall be as set forth in the Contract, in particular:
  - a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
  - b) The Procuring Entity shall make payments to the Service Provider in accordance with the provisions of the Contract.

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

For and on behalf of \_\_\_\_\_ [name of Procuring Entity]

\_\_\_\_\_  
For and on behalf of [name of Service Provider] [Authorized Representative]

\_\_\_\_\_ [Authorized Representative]

**[Note :** *If the Service Provider consists 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 Service Provider

..... [name of member]

..... [Authorized Representative]

..... [name of member]

..... [Authorized Representative]

**4 FORM OF TENDER SECURITY (Bank Guarantee)** *[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.] [Guarantor Form head or SWIFT identifier code]*

**Beneficiary:**.....*[Procuring Entity to insert its name and address]*  
**ITT No.** .....*[Procuring Entity to insert reference number for the Request for Tenders]*  
**Alternative No** .....*[Insert identification No if this is a Tender for an alternative]* **Date:**.....*[Insert date of issue]*

**TENDER GUARANTEE No.** .....*[Insert guarantee reference number]*

**Guarantor** ..... *[Insert name and address of place of issue, unless indicated in the Form head]*

We have been informed that\_\_\_*[insert name of the Tenderer, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members there of]*(hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (hereinafter called "the Tender") for the execution of\_\_under Request for Tenders No.\_\_(“The ITT”).

Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tenderguarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of\_\_\_\_(\_\_\_\_) upon receipt by us of the Beneficiary's complyingdemand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) Has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Form of Tender (“the Tender Validity Period”), or any extension there to provide by the Applicant; or
- (b) Having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Tenderers (“ITT”) of the Beneficiary's tendering document.

This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the Contract agreementsignedbytheApplicantandtheperformancesecurityissuedtothe Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the

end of the Tender Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC PublicationNo. 758.

\_\_\_\_\_  
*[Signature(s)]*

**Note: All italicized text is for use in preparing this form and shall be deleted from the final product.**

**5 FORM OF TENDER SECURITY (TENDER BOND)** [The Surety shall fill in this Tender Bond Form in

accordance with the instructions indicated.] BOND NO. \_\_\_\_\_

BY THIS BOND [name of Tenderer] as Principal (herein after called “the Principal”), and [name, legal title, and address of surety], **authorized to transact business in Kenya**, as Surety (hereinafter called “the Surety”), are held and firmly bound unto [name of Procuring Entity] as Obligee (hereinafter called “the Procuring Entity”) in the sum of [amount of Bond][amount in words], for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHERE AS the Principal has submitted or will submit a written Tender to the Procuring Entity dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the supply of [name of Contract](herein after called the “Tender”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- c) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Form of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
- d) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension there to provide by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Tenderers (“ITT”) of the Procuring Entity's tendering document.

then the Surety undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Tender Validity Period set forth in the Principal's Form of Tender or any extension thereto provided by the Principal.

IN TESTIMONY WHERE OF, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Principal: \_\_\_\_\_  
Corporate Seal (where appropriate)

Surety: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

**6 FORM OF TENDER-SECURING DECLARATION**

*[The Tenderer shall fill in this Form in accordance with the instructions indicated.]*

Date: ..... *[date (as day, month and year)]*

ITT No..... *[number of Tendering process]*

Alternative No:..... *[insert identification No if this is a Tender for an alternative]*

To: ..... *[complete name of Procuring Entity]* We, the undersigned, declare that: We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Tendering or submitting proposals in any contract with the Procuring Entity for the period of time of *[number of months or years]* starting on *[date]*, if we are in breach four obligation(s) under the Tender conditions, because we:

- a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- b) having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity, (i) fail to sign the Contract agreement; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.

Name of the Tenderer\* \_\_\_\_\_

Name of the person duly authorized to sign the Tender on behalf of the Tenderer\*\* \_\_\_\_\_

\_\_\_\_\_

Title of the person signing the Tender \_\_\_\_\_

\_\_\_\_\_ Signature of the person

named above \_\_\_\_\_

\_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_

\*: In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer

\*\* : Person signing the Tender shall have the power of attorney given by the Tenderer attached to the Tender

**[Note:** *In case of a Joint Venture, the Tender-Securing Declaration must be in the name of all members to the Joint Venture that submits the Tender.*

## **PART II – PROCURING ENTITY'S REQUIREMENTS**

## **SECTION V - SCHEDULE OF REQUIREMENTS**

### Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the Tendering document by the Procuring Entity, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable tenderers to prepare their Tenders efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to tenderers pursuant to the Incoterms rules that “delivery” takes place when goods are delivered to the final place of delivery, and (b) the date prescribed herein from which the Procuring Entity's delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

### **I. Introduction**

KenGen business is grouped into: Stima (Head office), Central Operations Area (Ngong Wind Power Stations), Eastern Region (Masinga, Kamburu, Gitaru, Kindaruma and Kiambere), Upper Tana (Tana, Wanjii, Mesco & Sagana), Olkaria Western Hydros (Sundu, Sangoro, Turkwel, Muhoroni GT & Gogo) and Thermal (Kipevu III). All comprise of a set of power stations except Stima Area.

### **KenGen Operational Facilities**

KenGen has an installed capacity (name-plate rating) 1904 Megawatts (MW) made up of hydropower, geothermal, thermal and wind. It controls about 65% of the electric energy sales market in Kenya with the Independent Power Producers (IPPs), mainly thermal and geothermal, accounting for the supply of the balance. Kenya Power (KP), formerly Kenya Power & Lighting Company (KPLC) is the sole buyer of electricity generated by KenGen and the IPPs, under separate power purchase agreements. The Energy and Petroleum Regulatory Authority (EPRA) undertakes the regulatory functions in the sub-sector, with the Ministry of Energy (MoE) being responsible for policy matters.

KenGen's generation system comprises of Hydroelectric, Geothermal, Thermal and Wind power generation sources.

Table I below details the installed capacity per generation mode.

<b>Generation Mode</b>	<b>Installed Capacity (MW)</b>
------------------------	--------------------------------

Hydro:	825.69 MW
Diesel & Gas:	253.5 MW
Geothermal	799 MW
Wind:	25.5 MW
<b>Total</b>	<b>1,903.69 MW</b>

## PROCURING ENTITY'S REQUIREMENTS - TECHNICAL SPECIFICATIONS

Kenya Electricity Generating Company PLC (KenGen) invites eligible and qualified training providers to submit bids for the provision of Staff Capacity Development Programs and Training Services.

Bidders may submit bids for one or more schedules depending on their area of specialization and institutional capacity. Award shall be based on the lowest evaluated responsive bidder per schedule.

### SCHEDULE I: LEADERSHIP & STRATEGIC MANAGEMENT TRAINING CATEGORY

#### I. PROVISION OF EXECUTIVE LEADERSHIP TRAINING

COURSE GOAL	PRIORITY SKILLS	LEARNING OBJECTIVES (end of training requirements)
to prepare senior leaders to drive organizational success by strengthening their strategic vision, decision-making, and ability to inspire and influence at the highest level	Executive Leadership	<ol style="list-style-type: none"> <li>1. Learn to define, articulate, and communicate a clear organizational vision strategic vision &amp; alignment</li> <li>2. Strengthen analytical, financial, and risk management skills to inform advanced decision-making.</li> <li>3. Develop the ability to inspire trust, command respect, and influence stakeholders.</li> <li>4. Gain skills to manage organizational transformation and foster innovation by building resilience and adaptability in rapidly changing environments.</li> <li>5. Promote a culture of accountability, collaboration, and continuous improvement by empowering executives to build high-performing teams and nurture future leaders.</li> <li>6. Preparing leaders to navigate global markets, diverse</li> </ol>

		cultures, and ethical challenges and encourage integrity and responsibility in leadership practices.
<b>2. PROVISION OF STRATEGY EXECUTION TRAINING</b>		
to equip participants with the skills and frameworks to effectively translate organizational strategy into actionable plans, measurable outcomes, and sustainable results	Strategy Execution	<ol style="list-style-type: none"> <li>1. Understanding Strategy-to-Execution Principles and Learn how to bridge the gap between strategic vision and operational reality.</li> <li>2. Apply Execution Frameworks by gaining proficiency in tools such as OKRs, KPIs, Balanced Scorecard, and performance dashboards etc.</li> <li>3. Developing skills to communicate strategy clearly across all levels and build accountability systems that foster ownership and responsibility.</li> <li>4. Learn to optimize resource allocation; financial, human, and technological resources and are effectively aligned with strategic priorities.</li> <li>5. Equip participants to anticipate and address obstacles to execution and be able to manage change &amp; adaptability</li> <li>6. Establish data driven metrics and feedback loops to measure, monitor performance and evaluate execution success.</li> <li>7. Foster a culture of execution, collaboration, and continuous improvement while ensuring that culture is aligned to strategy.</li> </ol>
<b>3. PROVISION OF CORPORATE GOVERNANCE TRAINING</b>		
to equip participants with the knowledge, principles, and practices needed to ensure accountability, transparency, ethical leadership, and effective oversight within organizations	Corporate Governance	<ol style="list-style-type: none"> <li>1. Learning the fundamentals of corporate governance and its role in organizational success.</li> <li>2. Understand the duties of boards, executives, and stakeholders In strengthening oversight and decision-making processes.</li> </ol>

		<ol style="list-style-type: none"> <li>3. Promoting Accountability &amp; Transparency developing systems that ensure compliance with laws, regulations, and ethical standards.</li> <li>4. Enhancing Risk Management Identifying, mitigating organizational risks and ensuring governance practices that support resilience and sustainability.</li> <li>5. Foster Ethical Leadership encourages integrity, fairness, and responsibility in leadership practices.</li> <li>6. Learn strategies to balance the interests of shareholders, employees, customers, and communities to improve stakeholder engagement</li> <li>7. Aligning Governance with Strategy and ensuring governance frameworks support long-term organizational goals.</li> </ol>
<p><b>4. PROVISION OF AGILE LEADERSHIP TRAINING</b></p>		
<p>to prepare leaders to embrace agility, adaptability, and collaborative practices that enable organizations to thrive in fast-changing, complex environments.</p>	<p>Agile Leadership</p>	<ol style="list-style-type: none"> <li>1. Understand the principles of agility and how they apply to leadership shifting from command-and-control to empowerment and collaboration.</li> <li>2. Learn to make iterative, evidence-based decisions in uncertain contexts, with a clear responsiveness to change and complexity.</li> <li>3. Fostering collaboration &amp; empowerment Build self-organizing, accountable teams.</li> <li>4. Drive Innovation &amp; Continuous Improvement Create environments that support experimentation, learning, and feedback loops.</li> <li>5. Enhancing Communication &amp; Influence that Lead through authenticity and servant leadership practices.</li> </ol>

		<ol style="list-style-type: none"> <li>6. Connect organizational goals with agile practices by aligning strategy with execution</li> <li>7. Building resilience in leadership that sustains momentum during organizational transformation.</li> </ol>
<b>5. PROVISION OF STRATEGIC ADVOCACY TRAINING</b>		
to equip participants with the skills and strategies to effectively influence decision-makers, shape public opinion, and advance organizational or social objectives through ethical and impactful advocacy	Strategic Advocacy	<ol style="list-style-type: none"> <li>1. Understand Advocacy Principles and Learn the role of advocacy in shaping policy, public opinion, and organizational outcomes</li> <li>2. Develop skills in crafting persuasive narratives and compelling narratives to Strengthen Communication &amp; Messaging.</li> <li>3. Identify key decision-makers to Navigate Policy &amp; Decision-Making Processes in institutions, which are entry points for advocacy.</li> <li>4. Learn to design strategic advocacy plans and Campaign Design with clear goals, tactics, and measurable outcomes.</li> <li>5. Building Coalitions &amp; Partnerships Strengthen collaboration with allies, networks, and stakeholders.</li> <li>6. Conducting ethical &amp; responsible advocacy that promotes transparency, accountability, and integrity in advocacy practices.</li> <li>7. Building of adaptable and Resilient strategies that respond to political, social, or economic changes.</li> </ol>

**SCHEDULE 2: TECHNICAL POWER GENERATION & ENGINEERING TRAINING CATEGORY**

**I. TRAINING TITLE: PROVISION OF TRAINING IN GEOTHERMAL PLANT OPERATION**

<b>COURSE GOAL</b>	<b>PRIORITY SKILLS</b>	<b>LEARNING OBJECTIVES (end of training requirements)</b>
To develop a comprehensive understanding of geothermal energy systems,	Geothermal System Understanding	<ul style="list-style-type: none"> <li>• Explain the principles of geothermal energy and resource formation.</li> <li>• Describe different types of geothermal power plants (dry steam, flash, binary).</li> <li>• Illustrate the geothermal power generation cycle from reservoir to reinjection.</li> <li>• Identify key components of the steam field and their functions</li> </ul>
To equip trainees with practical operational skills	Plant Operation and Control	<ul style="list-style-type: none"> <li>• Operate major plant equipment (turbines, generators, separators, condensers) following SOPs.</li> <li>• Monitor and control plant processes using control panels and automated systems.</li> <li>• Maintain stable plant operations under varying load conditions.</li> <li>• Apply start-up and shutdown procedures safely and efficiently.</li> </ul>
To enhance competency in monitoring and control systems	Instrumentation and Monitoring	<ul style="list-style-type: none"> <li>• Identify and use common plant instrumentation and sensors.</li> <li>• Interpret data from SCADA and other monitoring systems.</li> <li>• Analyze performance indicators such as temperature, pressure, and flow rates.</li> <li>• Detect anomalies in plant data and report deviations.</li> </ul>
To build strong maintenance capabilities	Maintenance Practices	<ul style="list-style-type: none"> <li>• Differentiate between preventive, predictive, and corrective maintenance.</li> <li>• Perform routine inspection and maintenance of plant equipment.</li> <li>• Develop basic maintenance schedules for geothermal systems.</li> <li>• Apply safe maintenance procedures and documentation practices.</li> </ul>
To promote adherence to health, safety, and environmental (HSE) standards	Health, Safety, and Environment (HSE) Compliance	<ul style="list-style-type: none"> <li>• Identify workplace hazards specific to geothermal operations.</li> <li>• Apply safety procedures, including use of PPE and permit-to-work systems.</li> <li>• Implement environmental protection measures such as proper waste handling and reinjection.</li> <li>• Respond appropriately to safety incidents and near misses.</li> </ul>

To strengthen troubleshooting and problem-solving skills	Troubleshooting and Fault Diagnosis	<ul style="list-style-type: none"> <li>• Identify common faults in geothermal plant systems.</li> <li>• Use systematic approaches to diagnose operational problems.</li> <li>• Interpret alarms and fault indicators accurately.</li> <li>• Recommend and implement corrective actions to restore normal operations.</li> </ul>
To improve plant performance and efficiency awareness	Energy Efficiency and Performance Optimization	<ul style="list-style-type: none"> <li>• Evaluate plant performance using key efficiency indicators.</li> <li>• Identify sources of energy loss within the system.</li> <li>• Propose strategies to improve plant efficiency and output.</li> <li>• Monitor and adjust operations to optimize performance.</li> </ul>
To foster compliance with industry regulations and best practices	Emergency Response and Incident Handling	<ul style="list-style-type: none"> <li>• Recognize emergencies in geothermal plant operations.</li> <li>• Execute emergency shutdown procedures correctly.</li> <li>• Apply incident response protocols and communication procedures.</li> <li>• Participate in emergency drills and simulations effectively.</li> </ul>

## 2. TRAINING TITLE: PROVISION OF TRAINING IN SOLAR ENERGY

COURSE GOAL	PRIORITY SKILLS	LEARNING OBJECTIVES (end of training requirements)
To develop a solid understanding	Solar Energy Fundamentals	<ul style="list-style-type: none"> <li>• Explain the basic principles of solar radiation and energy conversion.</li> <li>• Differentiate between photovoltaic (PV) and solar thermal systems.</li> <li>• Describe components of solar energy systems and their functions.</li> <li>• Assess solar resource availability and site suitability.</li> </ul>
To equip trainees with practical skills	Solar System Design and Sizing	<ul style="list-style-type: none"> <li>• Conduct energy needs assessments for different users.</li> <li>• Design solar PV systems based on load requirements.</li> <li>• Calculate system components (panels, batteries, inverters, controllers).</li> <li>• Apply relevant standards and guidelines in system design.</li> </ul>
To enhance competency in system design and sizing	Installation of Solar Systems	<ul style="list-style-type: none"> <li>• Demonstrate correct installation of solar panels and mounting structures.</li> <li>• Perform electrical wiring and connections safely.</li> <li>• Install inverters, charge controllers, and battery systems.</li> <li>• Follow installation standards and manufacturer specifications.</li> </ul>
Promoting safe working practices	Operation and Maintenance	<ul style="list-style-type: none"> <li>• Monitor system performance and output.</li> <li>• Perform routine inspection and cleaning of solar panels.</li> <li>• Conduct preventive and corrective maintenance.</li> <li>• Maintain system documentation and service records.</li> </ul>
To build capacity in troubleshooting and system performance optimization.	Instrumentation and Monitoring	<ul style="list-style-type: none"> <li>• Use tools and instruments to measure voltage, current, and power.</li> <li>• Interpret monitoring system data and performance indicators.</li> <li>• Identify deviations in system performance.</li> <li>• Utilize digital monitoring platforms where applicable.</li> </ul>
To encourage sustainable energy practices	Health, Safety, and Environmental (HSE) Practices	<ul style="list-style-type: none"> <li>• Identify hazards related to solar installation (electrical, working at heights).</li> <li>• Apply safety procedures and use appropriate PPE.</li> <li>• Implement safe handling and disposal of batteries and components.</li> <li>• Comply with environmental and regulatory requirements.</li> </ul>

### 3. TRAINING TITLE: PROVISION OF TRAINING IN HEATING, VENTILATION & AIR CONDITIONING (HVAC)

COURSE GOAL	PRIORITY SKILLS	LEARNING OBJECTIVES (end of training requirements)
To provide a solid understanding	HVAC System Fundamentals	<ul style="list-style-type: none"> <li>• Explain basic principles of heating, ventilation, and air conditioning.</li> <li>• Describe types of HVAC systems (split, packaged, central, VRF).</li> <li>• Illustrate the refrigeration cycle and its components.</li> <li>• Identify common HVAC components and their functions.</li> </ul>
To equip participants with practical skills	System Design and Load Calculation	<ul style="list-style-type: none"> <li>• Calculate heating and cooling loads for different building types.</li> <li>• Select appropriate HVAC equipment based on system requirements.</li> <li>• Design ductwork and piping layouts for efficient air distribution.</li> <li>• Apply HVAC design standards and codes.</li> </ul>
To enhance competency in system design, load calculation, and energy efficiency	Installation of HVAC Systems	<ul style="list-style-type: none"> <li>• Demonstrate proper installation of HVAC equipment (units, ductwork, piping).</li> <li>• Connect and test electrical and control systems.</li> <li>• Follow manufacturer installation guidelines and industry standards.</li> <li>• Ensure proper commissioning and start-up procedures.</li> </ul>
To ensure safe and environmentally responsible practices	Operation and Maintenance	<ul style="list-style-type: none"> <li>• Monitor system performance and efficiency.</li> <li>• Perform preventive and corrective maintenance of HVAC components.</li> <li>• Clean and replace filters, coils, and other system elements.</li> <li>• Maintain maintenance logs and documentation.</li> </ul>
To develop troubleshooting and problem-solving skills	Instrumentation and Controls	<ul style="list-style-type: none"> <li>• Use HVAC measurement instruments (thermometers, manometers, flow meters).</li> <li>• Interpret control panel readings and system parameters.</li> <li>• Adjust thermostats, sensors, and controllers for optimal performance.</li> <li>• Troubleshoot control and instrumentation issues.</li> </ul>
To foster adherence to industry standards, regulations, and sustainable practices.	Health, Safety, and Environmental (HSE) Practices	<ul style="list-style-type: none"> <li>• Identify hazards associated with HVAC operations (electrical, chemical, mechanical).</li> <li>• Apply safe handling of refrigerants and chemicals.</li> <li>• Use personal protective equipment (PPE) and follow safety protocols.</li> <li>• Implement environmentally responsible practices (refrigerant recovery, energy efficiency).</li> </ul>

**4. TRAINING TITLE: PROVISION OF TRAINING IN PROVISION OF TRAINING ON COMPRESSED AIR SYSTEMS**

<b>COURSE GOAL</b>	<b>PRIORITY SKILLS</b>	<b>LEARNING OBJECTIVES (end of training requirements)</b>
To develop an advanced understanding of steamfield instrumentation	Compressed Air System Fundamentals	<ul style="list-style-type: none"> <li>• Explain the principles of compressed air generation and distribution.</li> <li>• Identify types of compressors (reciprocating, rotary screw, centrifugal) and their applications.</li> <li>• Describe major system components (air receivers, filters, dryers, regulators, piping).</li> <li>• Illustrate the compressed air cycle and pressure regulation.</li> </ul>
To equip participants with practical skills	System Design and Optimization	<ul style="list-style-type: none"> <li>• Calculate compressed air requirements for industrial applications.</li> <li>• Design piping layouts and select appropriate components for efficient operation.</li> <li>• Apply energy efficiency principles to minimize losses.</li> <li>• Identify proper storage, pressure drop, and airflow considerations.</li> </ul>
To enhance competency in system design, optimization, and energy efficiency.	Installation and Commissioning	<ul style="list-style-type: none"> <li>• Demonstrate proper installation of compressors, receivers, and piping.</li> <li>• Install control systems and safety devices.</li> <li>• Conduct commissioning and system start-up procedures.</li> <li>• Verify system performance against design specifications.</li> </ul>
To ensure adherence to health, safety, and environmental standards	Operation and Maintenance	<ul style="list-style-type: none"> <li>• Operate compressors and ancillary equipment safely and efficiently.</li> <li>• Perform routine inspections, preventive maintenance, and lubrication.</li> <li>• Monitor system pressure, temperature, and airflow.</li> <li>• Maintain records of service, maintenance, and repairs.</li> </ul>
Developing problem-solving skills	Instrumentation and Monitoring	<ul style="list-style-type: none"> <li>• Use gauges, flow meters, and pressure sensors to monitor system performance.</li> <li>• Interpret data to detect inefficiencies or potential issues.</li> <li>• Adjust system controls to optimize pressure and flow.</li> <li>• Utilize digital monitoring and alarms where applicable.</li> </ul>

To promote sustainable and cost-effective use of compressed air systems in industrial settings.	Health, Safety, and Environmental (HSE) Practices	<ul style="list-style-type: none"> <li>Identify hazards associated with high-pressure systems.</li> <li>Apply safety procedures and use PPE correctly.</li> <li>Follow proper handling of lubricants, condensates, and other hazardous materials.</li> <li>Implement environmentally responsible practices, including leak reduction.</li> </ul>
To equip the learner to do troubleshooting and Fault Diagnosis	Troubleshooting and Fault Diagnosis	<ul style="list-style-type: none"> <li>Identify common issues such as pressure drops, leaks, overheating, or abnormal noise.</li> <li>Diagnose electrical, mechanical, and pneumatic faults systematically.</li> <li>Recommend and implement corrective actions to restore normal operation.</li> <li>Prevent recurrence through preventive measures.</li> </ul>
To undertake Energy Efficiency and Performance Optimization	Energy Efficiency and Performance Optimization	<ul style="list-style-type: none"> <li>Evaluate system efficiency using key performance indicators.</li> <li>Identify sources of energy loss (leaks, improper sizing, inefficient compressors).</li> <li>Implement energy-saving strategies, including load management and compressor sequencing.</li> <li>Promote cost-effective and sustainable compressed air use.</li> </ul>

##### 5. TRAINING TITLE: PROVISION OF TRAINING IN STEAMFIELD INSTRUMENTATION

<b>COURSE GOAL</b>	<b>PRIORITY SKILLS</b>	<b>LEARNING OBJECTIVES (end of training requirements)</b>
To develop an advanced understanding of steamfield instrumentation	Steamfield Instrumentation Fundamentals	<ul style="list-style-type: none"> <li>Explain the role of instrumentation in steamfield operations and geothermal resource management.</li> <li>Identify types of instruments used for measuring pressure, temperature, flow, and level.</li> <li>Describe the working principles of common sensors and transmitters.</li> <li>Interpret basic instrumentation diagrams and layouts (e.g., P&amp;IDs).</li> </ul>
To equip trainees with practical skills in instrumentation	Instrument Selection and Specification	<ul style="list-style-type: none"> <li>Select appropriate instruments based on steamfield conditions (temperature, pressure, corrosive environments).</li> <li>Interpret technical datasheets and specifications.</li> <li>Match instrument ranges and accuracy to operational requirements.</li> <li>Apply relevant standards and best practices in instrument selection.</li> </ul>

To carry out Calibration and Testing	Calibration and Testing	<ul style="list-style-type: none"> <li>• Perform calibration of pressure, temperature, and flow instruments.</li> <li>• Use calibration tools and reference standards correctly.</li> <li>• Document calibration results and maintain traceability.</li> <li>• Identify and correct measurement errors and drift.</li> </ul>
To carry out Instrumentation Maintenance Practices	Instrumentation Maintenance Practices	<ul style="list-style-type: none"> <li>• Conduct preventive and corrective maintenance of steamfield instruments.</li> <li>• Inspect and service sensors exposed to harsh geothermal conditions.</li> <li>• Replace faulty components and restore functionality.</li> <li>• Maintain accurate maintenance records and logs.</li> </ul>
To promote adherence to health, safety, and environmental (HSE) standards	Health, Safety, and Environmental (HSE) Practices	<ul style="list-style-type: none"> <li>• Identify hazards in steamfield environments (high pressure, temperature, gases).</li> <li>• Apply safe work procedures and permit-to-work systems.</li> <li>• Use appropriate PPE and follow isolation/lockout procedures.</li> <li>• Ensure environmental protection during instrumentation activities.</li> </ul>
To build capacity in integrating instrumentation with control and data systems	Data Acquisition and Monitoring Systems	<ul style="list-style-type: none"> <li>• Explain integration of field instruments with SCADA and control systems.</li> <li>• Monitor real-time steamfield data and trends.</li> <li>• Interpret data for operational decision-making.</li> <li>• Identify abnormal readings and initiate corrective actions.</li> </ul>
To do troubleshooting and Fault Diagnosis	Troubleshooting and Fault Diagnosis	<ul style="list-style-type: none"> <li>• Diagnose common instrumentation faults (signal loss, drift, noise, blockage).</li> <li>• Use systematic troubleshooting techniques in field conditions.</li> <li>• Distinguish between instrument failure and process-related issues.</li> <li>• Implement corrective and preventive measures.</li> </ul>
To carry out System Integration and Performance Optimization	System Integration and Performance Optimization	<ul style="list-style-type: none"> <li>• Evaluate instrumentation performance and reliability.</li> <li>• Optimize measurement accuracy for improved steamfield efficiency.</li> <li>• Support control system improvements through accurate data input.</li> <li>• Recommend upgrades or modifications to enhance system performance.</li> </ul>

### SCHEDULE 3: ENERGY TRANSITION & SUSTAINABILITY TRAINING CATEGORY

#### I. TRAINING TITLE: PROVISION OF TRAINING IN RENEWABLE ENERGY ASSESSMENT

<b>COURSE GOAL</b>	<b>PRIORITY SKILLS</b>	<b>LEARNING OBJECTIVES (end of training requirements)</b>
To enable participants to accurately evaluate renewable energy resources such as solar, wind, hydro, and biomass using standard measurement and estimation techniques.	Developing Resource Assessment Skills	<ul style="list-style-type: none"> <li>Understand Renewable Energy Technologies</li> <li>Identify and characterize solar, wind, hydro, and biomass resources in each location.</li> <li>Measure and estimate renewable energy potential using standard tools and techniques.</li> <li>Interpret resource maps and datasets to determine site suitability.</li> </ul>
To provide knowledge of renewable energy technologies and their performance characteristics for effective system selection and design.	Build Technical Competence	<ul style="list-style-type: none"> <li>the operating principles of major renewable energy technologies.</li> <li>Compare different technologies based on efficiency, reliability, and application.</li> <li>Select appropriate renewable energy systems for specific use cases.</li> </ul>
To equip learners with the ability to collect, analyze, and interpret energy data for feasibility studies and project planning.	Strengthen Data Analysis and Interpretation	<ul style="list-style-type: none"> <li>Collect and organize energy-related data from field and secondary sources.</li> <li>Analyze datasets using basic statistical and analytical methods.</li> <li>Generate reports and visualizations to support energy assessments.</li> </ul>
To train participants to conduct technical, economic, and environmental feasibility assessments of renewable energy projects.	Enhance Feasibility Assessment Capabilities	<ul style="list-style-type: none"> <li>Conduct technical feasibility studies for renewable energy projects.</li> <li>Perform basic economic analysis (e.g., cost estimation, payback period).</li> <li>Evaluate environmental and social impacts of proposed projects.</li> </ul>
To develop the capacity to integrate renewable energy solutions into broader energy systems and sustainability strategies.	Promote Sustainable Energy Planning	<ul style="list-style-type: none"> <li>Integrate renewable energy options into local or national energy plans.</li> <li>Assess energy demand and match it with suitable renewable supply options.</li> <li>Propose sustainable and scalable energy solutions.</li> </ul>
To familiarize participants with industry-relevant tools and software used in renewable energy	Introducing Tools and Software Applications assessment and modeling.	<ul style="list-style-type: none"> <li>Use relevant software tools for renewable energy modeling and simulation.</li> <li>Apply digital tools to analyze system performance and outputs.</li> <li>Interpret software-generated results for decision-making.</li> </ul>

To enable informed decision-making by comparing different renewable energy options based on cost, efficiency, and environmental impact.	Improve Decision-Making Skills	<ul style="list-style-type: none"> <li>• Compare multiple renewable energy options using defined criteria.</li> <li>• Apply cost-benefit analysis to support project selection.</li> <li>• Justify recommendations based on technical and economic evidence.</li> </ul>
To provide insight into policies, standards, and regulatory frameworks influencing renewable energy deployment.	Support Policy and Regulatory Understanding	<ul style="list-style-type: none"> <li>• Identify key policies and regulations affecting renewable energy projects.</li> <li>• Explain compliance requirements for project development.</li> <li>• Assess how policy frameworks influence technology adoption.</li> </ul>
To provide hands-on experience through case studies, fieldwork, or simulations in renewable energy assessment.	Encourage Practical Application	<ul style="list-style-type: none"> <li>• Conduct field assessments or simulated site evaluations.</li> <li>• Apply theoretical knowledge to real-world case studies.</li> <li>• Prepare and present renewable energy assessment reports.</li> </ul>
To encourage creative approaches to addressing energy challenges in both rural and urban contexts.	Foster Innovation and Problem-Solving	<ul style="list-style-type: none"> <li>• Identify energy challenges in specific contexts (e.g., rural, urban).</li> <li>• Develop innovative renewable energy solutions to address these challenges.</li> <li>• Adapt technologies to local conditions and constraints.</li> </ul>

## 2. TRAINING TITLE: PROVISION OF TRAINING IN CLIMATE CHANGE MANAGEMENT

<b>COURSE GOAL</b>	<b>PRIORITY SKILLS</b>	<b>LEARNING OBJECTIVES (end of training requirements)</b>
Develop understanding of climate science and drivers of climate change	Climate Science and Drivers	<ul style="list-style-type: none"> <li>• Explain the causes and processes of climate change.</li> <li>• Distinguish between natural and human-induced climate drivers.</li> <li>• Describe key impacts of climate change at global and local levels.</li> </ul>
Build capacity in climate data analysis and interpretation	Climate Data Analysis and Interpretation	<ul style="list-style-type: none"> <li>• Collect and interpret climate data from various sources.</li> <li>• Analyze temperature, rainfall, and emission trends.</li> <li>• Present climate data using charts, graphs, and reports.</li> </ul>
Strengthening climate risk and vulnerability assessment skills	Climate Risk and Vulnerability Assessment	<ul style="list-style-type: none"> <li>• Identify climate hazards affecting specific regions or sectors.</li> <li>• Assess vulnerability of communities, ecosystems, and infrastructure.</li> <li>• Apply risk assessment tools to prioritize interventions.</li> </ul>

Foster innovation and problem-solving in climate solutions	Innovation and Problem-Solving	<ul style="list-style-type: none"> <li>• Identify climate-related challenges in different sectors.</li> <li>• Develop innovative and context-specific climate solutions.</li> <li>• Apply critical thinking to address emerging climate issues.</li> </ul>
Enhance climate mitigation planning and implementation	Climate Mitigation Planning	<ul style="list-style-type: none"> <li>• Identify sources of greenhouse gas emissions.</li> <li>• Propose strategies to reduce emissions across sectors.</li> <li>• Evaluate mitigation options based on effectiveness and feasibility.</li> </ul>
Improve climate adaptation planning and resilience building	Climate Adaptation and Resilience	<ul style="list-style-type: none"> <li>• Design adaptation strategies for climate-affected systems.</li> <li>• Recommend measures to enhance community and ecosystem resilience.</li> <li>• Integrate adaptation into development planning.</li> </ul>
Promote sustainable environmental management practices	Sustainable Environmental Management	<ul style="list-style-type: none"> <li>• Apply sustainable land, water, and resource management practices.</li> <li>• Evaluate environmental impacts of development activities.</li> <li>• Promote conservation and ecosystem restoration approaches.</li> </ul>
Build knowledge of climate policy and regulatory frameworks	Policy and Regulatory Frameworks	<ul style="list-style-type: none"> <li>• Identify key international and national climate policies and agreements.</li> <li>• Explain compliance requirements for climate-related initiatives.</li> <li>• Assess the role of governance in climate change management.</li> </ul>
Strengthening project planning and climate finance skills	Climate Project Planning and Finance	<ul style="list-style-type: none"> <li>• Develop climate-related project proposals.</li> <li>• Estimate project costs and identify funding sources.</li> <li>• Explain basic concepts of climate finance and carbon markets.</li> </ul>
Encourage practical application through case studies and fieldwork	Practical Application	<ul style="list-style-type: none"> <li>• Conduct climate risk or vulnerability assessments in real or simulated settings.</li> <li>• Apply concepts to case studies and local scenarios.</li> <li>• Prepare and present climate management reports.</li> </ul>

**3. TRAINING TITLE: PROVISION OF TRAINING IN ENVIRONMENTAL, SOCIAL, AND GOVERNANCE REPORTING**

<b>COURSE GOAL</b>	<b>PRIORITY SKILLS</b>	<b>LEARNING OBJECTIVES (end of training requirements)</b>
Develop understanding of ESG principles and concepts	ESG Principles and Concepts	<ul style="list-style-type: none"> <li>Define Environmental, Social, and Governance (ESG) and its components.</li> <li>Explain the importance of ESG in organizational performance and sustainability.</li> <li>Differentiate ESG from related concepts such as CSR and sustainability reporting.</li> </ul>
Build capacity in ESG data collection and management	ESG Data Collection and Management	<ul style="list-style-type: none"> <li>Identify key ESG indicators and metrics relevant to different sectors.</li> <li>Collect, verify, and manage ESG data from internal and external sources.</li> <li>Apply data management systems to ensure accuracy and consistency.</li> </ul>
Strengthen knowledge of ESG reporting frameworks and standards	ESG Reporting Frameworks and Standards	<ul style="list-style-type: none"> <li>Describe major ESG reporting frameworks and standards (e.g., GRI, SASB, TCFD, ISSB).</li> <li>Compare frameworks based on scope, requirements, and applicability.</li> <li>Select appropriate reporting standards for specific organizations.</li> </ul>
Enhance sustainability performance measurement and analysis	Sustainability Performance Measurement	<ul style="list-style-type: none"> <li>Define key performance indicators (KPIs) for ESG performance.</li> <li>Analyze ESG data to assess organizational performance.</li> <li>Benchmark performance against industry standards and peers.</li> </ul>
Improve corporate governance and ethical reporting practices	Corporate Governance and Ethics	<ul style="list-style-type: none"> <li>Explain principles of good corporate governance in ESG contexts.</li> <li>Identify ethical issues and risks in ESG reporting.</li> <li>Apply governance practices that promote transparency and accountability.</li> </ul>
Promote stakeholder engagement and communication skills	Stakeholder Engagement and Communication	<ul style="list-style-type: none"> <li>Identify key ESG stakeholders and their information needs.</li> <li>Develop strategies for effective stakeholder engagement.</li> <li>Communicate ESG performance clearly through reports and presentations.</li> </ul>
Build capacity in risk assessment and materiality analysis	Risk Assessment and Materiality Analysis	<ul style="list-style-type: none"> <li>Conduct ESG risk assessments across environmental, social, and governance areas.</li> <li>Perform materiality assessments to prioritize key ESG issues.</li> <li>Integrate risk findings into reporting and decision-making.</li> </ul>

Strengthen ESG disclosure and report preparation skills	ESG Disclosure and Report Preparation	<ul style="list-style-type: none"> <li>• Prepare ESG/sustainability reports aligned with selected frameworks.</li> <li>• Structure disclosures to meet regulatory and stakeholder expectations.</li> <li>• Ensure clarity, accuracy, and completeness in ESG reporting.</li> </ul>
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## SCHEDULE 4 - PROJECT MANAGEMENT & INFRASTRUCTURE TRAINING CATEGORY

COURSE GOAL	PRIORITY SKILLS	LEARNING OBJECTIVES (end of training requirements)
To develop the knowledge, skills, and abilities needed to successfully plan, execute and close projects	Project management	<ol style="list-style-type: none"> <li>1. Develop project plans including schedules, budgets, and resource allocation.</li> <li>2. Apply tools like Work Breakdown Structures (WBS), Gantt charts, and critical path analysis.</li> <li>3. Manage project execution while balancing constraints (time, cost, scope).</li> <li>4. Track project progress using performance metrics and reporting tools.</li> <li>5. Identify and mitigate risks through proactive risk management strategies.</li> </ol>
to equip participants with the skills to design, implement, and manage effective M&E systems that track progress, assess impact, and ensure accountability in projects and programs	Monitoring and evaluation	<ol style="list-style-type: none"> <li>1. Develop M&amp;E Frameworks</li> <li>2. Strengthen Data Collection &amp; Analysis</li> <li>3. Enhance Monitoring Skills</li> <li>4. Improve Evaluation Competence</li> <li>5. Promote Accountability &amp; Transparency</li> <li>6. Support Evidence-Based Decision Making</li> </ol>
to prepare participants to effectively plan, manage, and deliver construction projects on time, within budget, and to required safety and quality standards.	Construction Management	<ol style="list-style-type: none"> <li>1. Undertake Project Planning &amp; Scheduling</li> <li>2. Manage Resource &amp; Contracts</li> <li>3. Improve Leadership &amp; Communication</li> <li>4. Safety &amp; Compliance</li> <li>5. Implement Risk &amp; Quality Controls</li> <li>6. Utilize Technology &amp; Innovation in construction.</li> </ol>

**SCHEDULE 5 - HEALTH, SAFETY, ENVIRONMENT & QUALITY TRAINING CATEGORY**

<b>COURSE GOAL</b>	<b>PRIORITY SKILLS</b>	<b>LEARNING OBJECTIVES (end of training requirements)</b>
to ensure that participants can create and maintain safe, healthy, and legally compliant workplaces, reducing risks of accidents, injuries, and illnesses while promoting a culture of safety.	Occupational Health & Safety	<ol style="list-style-type: none"> <li>1. Identify Hazard &amp; conduct Risk Assessment</li> <li>2. Understand Accident Prevention &amp; Safety Practices</li> <li>3. Understand Legal &amp; Regulatory Compliance</li> <li>4. Emergency Response &amp; Preparedness</li> <li>5. Promote Health &amp; Well-being</li> <li>6. Understand Leadership &amp; mainstream Safety Culture</li> </ol>
to equip participants with the knowledge and skills to ensure that organizational activities meet environmental laws, regulations, and standards, while promoting sustainable practices and minimizing ecological impact.	Environmental Compliance	<ol style="list-style-type: none"> <li>1. Be knowledgeable in Regulatory provisions</li> <li>2. undertake Risk Identification &amp; Management</li> <li>3. Ensure Sustainable Practices</li> <li>4. Conduct Monitoring &amp; Reporting</li> <li>5. Implement Emergency Preparedness</li> <li>6. Maintain Workplace Culture &amp; Responsibility</li> </ol>
to equip participants with the knowledge and skills to identify, assess, and control risks that affect workplace safety, environmental sustainability, and product/service quality, ensuring compliance with standards and fostering a culture of continuous improvement.	Health, Safety, Environment & Quality Risk Management	<ol style="list-style-type: none"> <li>1. Conduct Risk Identification &amp; Assessment</li> <li>2. Undertake Health &amp; Safety Management</li> <li>3. Develop Environmental Risk Control</li> <li>4. Quality Assurance &amp; Control</li> <li>5. Regulatory &amp; Standards Compliance</li> <li>6. Develop Emergency Preparedness &amp; Response</li> <li>7. Understand Leadership &amp; influence Safety Culture</li> </ol>

**SCHEDULE 6: FINANCE, AUDIT & RISK MANAGEMENT TRAINING CATEGORY**

**I. TRAINING TITLE: PROVISION OF FINANCIAL MANAGEMENT TRAINING**

<b>COURSE GOAL</b>	<b>PRIORITY SKILLS</b>	<b>LEARNING OBJECTIVES (end of training requirements)</b>
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To equip participants with relevant knowledge and practical skills in financial planning, analysis, reporting, and decision-making	<input type="checkbox"/> Financial planning and forecasting <input type="checkbox"/> Financial statement analysis <input type="checkbox"/> Cash flow management <input type="checkbox"/> Budget monitoring and control	<input type="checkbox"/> Interpret and analyze financial statements for decision-making <input type="checkbox"/> Develop and manage organizational budgets effectively <input type="checkbox"/> Apply financial forecasting techniques to predict performance <input type="checkbox"/> Monitor cash flows and optimize liquidity
To enhance organizational financial performance and sustainability.	<input type="checkbox"/> Use of financial management systems <input type="checkbox"/> Regulatory and compliance awareness	<input type="checkbox"/> Ensure compliance with financial regulations and reporting standards <input type="checkbox"/> Utilize financial tools and systems for efficient reporting

## 2. TRAINING TITLE: PROVISION OF BUDGETING & COST CONTROL TRAINING

<b>COURSE GOAL</b>	<b>PRIORITY SKILLS</b>	<b>LEARNING OBJECTIVES (end of training requirements)</b>
To strengthen participants' ability to prepare and present the budget,	<input type="checkbox"/> Budget preparation and planning	<input type="checkbox"/> Develop realistic and aligned budgets
To equip participants with skills in budget management, cost controls, and optimization	<input type="checkbox"/> Variance analysis <input type="checkbox"/> Cost reduction techniques <input type="checkbox"/> Cost allocation and control <input type="checkbox"/> Financial discipline and accountability <input type="checkbox"/> Performance monitoring	<input type="checkbox"/> Conduct variance analysis and recommend corrective actions <input type="checkbox"/> Implement cost control measures across departments <input type="checkbox"/> Identify cost drivers and optimize resource allocation <input type="checkbox"/> Monitor budget performance and report deviations

## 3. TRAINING TITLE: PROVISION OF CORPORATE FINANCE TRAINING

<b>COURSE GOAL</b>	<b>PRIORITY SKILLS</b>	<b>LEARNING OBJECTIVES (end of training requirements)</b>
To develop participants' understanding of corporate financial strategies.	<input type="checkbox"/> Financial modeling <input type="checkbox"/> Mergers and acquisitions basics <input type="checkbox"/> Strategic financial planning	<input type="checkbox"/> Understand capital structure and its impact on firm value <input type="checkbox"/> Support strategic financial planning and growth initiatives <input type="checkbox"/> Interpret financial implications of corporate decisions
To equip participants with relevant skills in investment management.	<input type="checkbox"/> Capital budgeting and investment appraisal	<input type="checkbox"/> Evaluate investment opportunities using financial appraisal techniques
To develop participants' understanding of project management.	<input type="checkbox"/> Cost of capital analysis <input type="checkbox"/> Funding and capital structure decisions	<input type="checkbox"/> Analyze the cost of capital and financing options <input type="checkbox"/> Develop financial models to support decision-making

#### 4. TRAINING TITLE: PROVISION OF FINANCIAL RISK MANAGEMENT TRAINING

<b>COURSE GOAL</b>	<b>PRIORITY SKILLS</b>	<b>LEARNING OBJECTIVES (end of training requirements)</b>
To enable participants to identify, assess, and mitigate financial risks to safeguard organizational assets and ensure stability.	<input type="checkbox"/> Risk identification and assessment <input type="checkbox"/> Credit risk management <input type="checkbox"/> Market risk analysis <input type="checkbox"/> Operational risk control <input type="checkbox"/> Risk mitigation strategies <input type="checkbox"/> Compliance and governance	<ul style="list-style-type: none"> <li>• Identify key financial risks affecting the organization</li> <li>• Assess risk exposure using qualitative and quantitative methods</li> <li>• Develop and implement risk mitigation strategies</li> <li>• Monitor and report on financial risk indicators</li> <li>• Ensure compliance with risk management frameworks and policies</li> <li>• Strengthen internal controls to reduce financial vulnerabilities</li> </ul>

#### 5. TRAINING TITLE: PROVISION OF AUDIT & ASSURANCE TRAINING

<b>COURSE GOAL</b>	<b>PRIORITY SKILLS</b>	<b>LEARNING OBJECTIVES (end of training requirements)</b>
To provide participants with a strong foundation in audit principles, standards, and the role of assurance in organizations.	<input type="checkbox"/> Understanding audit frameworks and standards (e.g., ISA) <input type="checkbox"/> Professional ethics and independence <input type="checkbox"/> Audit lifecycle understanding	<input type="checkbox"/> Explain the purpose and types of audits <input type="checkbox"/> Understand key auditing standards and principles <input type="checkbox"/> Apply ethical requirements in audit engagements <input type="checkbox"/> Describe the audit process from planning to reporting
To enable participants to adopt a risk-based approach in planning and executing audits.	<input type="checkbox"/> Risk assessment techniques <input type="checkbox"/> Audit planning <input type="checkbox"/> Risk prioritization	<input type="checkbox"/> Identify and assess organizational risks <input type="checkbox"/> Develop risk-based audit plans <input type="checkbox"/> Focus audit efforts on high-risk areas
To strengthen the ability to assess and improve internal control systems.	<input type="checkbox"/> Internal control frameworks <input type="checkbox"/> Control testing techniques <input type="checkbox"/> Process mapping <input type="checkbox"/> Gap analysis	<input type="checkbox"/> Evaluate the design and effectiveness of internal controls <input type="checkbox"/> Identify control weaknesses and gaps <input type="checkbox"/> Recommend improvements to control systems <input type="checkbox"/> Document control processes effectively
To build capacity in identifying, investigating, and preventing fraud within the organization.	<input type="checkbox"/> Fraud risk assessment <input type="checkbox"/> Investigation techniques <input type="checkbox"/> Data analysis for fraud detection <input type="checkbox"/> Forensic awareness	<input type="checkbox"/> Identify indicators of fraud and irregularities <input type="checkbox"/> Conduct basic fraud investigations <input type="checkbox"/> Recommend fraud prevention controls <input type="checkbox"/> Promote a culture of integrity and accountability
To introduce participants to auditing in a digital environment using data analytics tools.	<input type="checkbox"/> IT controls assessment <input type="checkbox"/> Data analytics tools (e.g., Excel, IDEA, ACL) <input type="checkbox"/> Cybersecurity basics	<input type="checkbox"/> Assess IT general controls and system risks <input type="checkbox"/> Use data analytics to enhance audit efficiency. <input type="checkbox"/> Identify anomalies through data analysis.

## SCHEDULE 7: PROCUREMENT & SUPPLY CHAIN MANAGEMENT TRAINING CATEGORY

### I. TRAINING TITLE: PROVISION OF PUBLIC PROCUREMENT & LEGAL FRAMEWORK TRAINING

<b>COURSE GOAL</b>	<b>PRIORITY SKILLS</b>	<b>LEARNING OBJECTIVES (end of training requirements)</b>
To build foundational understanding of Kenya's public procurement legal framework	Public Procurement Laws & Regulations	<ol style="list-style-type: none"> <li>1. Interpret key provisions of the PPADA 2015 and associated regulations.</li> <li>2. Identify procurement thresholds, methods, and procedures as per law.</li> <li>3. Apply legal requirements during tendering, contract award, and execution.</li> <li>4. Differentiate roles of PPRA, accounting officers, and evaluation committees.</li> <li>5. Comply with timelines, documentation, and disclosure rules under the Act.</li> </ol>
To ensure procurement processes adhere to statutory requirements	Legal and Regulatory Compliance in Supply Chain	<ol style="list-style-type: none"> <li>1. Identify common legal risks in public procurement.</li> <li>2. Align supply chain procedures with existing regulatory frameworks.</li> <li>3. Implement compliance monitoring tools and checklists.</li> <li>4. Address non-compliance through corrective action plans.</li> <li>5. Document compliance audit trails effectively.</li> </ol>
To promote ethical decision-making and transparency in procurement	Ethics & Governance in Procurement	<ol style="list-style-type: none"> <li>1. Apply ethical principles to procurement scenarios (fairness, integrity, accountability).</li> <li>2. Recognize and mitigate conflict of interest in procurement processes.</li> <li>3. Promote transparency through proper documentation and openness.</li> <li>4. Report unethical behavior through formal channels.</li> <li>5. Establish internal controls to enforce ethical procurement practices.</li> </ol>
To understand the end-to-end process of tendering in the public sector	Tendering Process	<ol style="list-style-type: none"> <li>1. Develop a comprehensive procurement plan including the tender strategy.</li> <li>2. Prepare tender notices and evaluation criteria in compliance with the law.</li> <li>3. Manage prequalification, tender opening, and evaluation stages correctly.</li> </ol>

		<p>4.Ensure fair and transparent communication with bidders.</p> <p>5.Document and maintain all stages of the tendering process.</p>
To enable preparation of compliant and complete tender documents	Tender Documentation	<p>1.Draft tender documents using standard templates (PPRA STDs).</p> <p>2.Include accurate technical specifications, TORs, and evaluation criteria.</p> <p>3.Customize documents to the type of procurement and funding source.</p> <p>4.Check for legal compliance, completeness, and clarity before issuing.</p> <p>5.Manage clarifications and addenda efficiently.</p>
To enhance procurement transparency through effective use of PPIP	PPIP (Public Procurement Information Portal)	<p>1.Access and navigate the Public Procurement Information Portal.</p> <p>2.Upload tender notices, awards, and contracts as per regulatory requirements.</p> <p>3.Retrieve procurement data for analysis and reporting.</p> <p>4.Monitor compliance using PPIP activity logs and status indicators.</p> <p>5.Ensure timely and accurate publication of procurement information.</p>
To digitize and streamline procurement processes using the e-procurement system	E-GP System	<p>1.Log into and navigate the government e-procurement platform.</p> <p>2.Advertise tenders, receive submissions, and conduct evaluations online (on the e-GP portal).</p> <p>3.Generate system reports for audit and tracking purposes.</p> <p>4.Ensure system-generated timelines and alerts are adhered to.</p> <p>5.Troubleshoot common issues on the e-GP platform.</p>
To ensure procurement activities can withstand audit scrutiny and follow legal processes	Auditing of Supply Chain Processes for Compliance	<p>1.Conduct procurement audits against checklists and regulations.</p> <p>2.Identify irregularities and assess their impact.</p> <p>3.Prepare audit reports with findings and actionable recommendations.</p> <p>4.Follow up on audit findings to ensure implementation of corrective actions.</p>

		5. Maintain compliance documentation for review by oversight bodies.
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## 2. TRAINING TITLE: PROVISION OF CONTRACT MANAGEMENT TRAINING

<b>COURSE GOAL</b>	<b>PRIORITY SKILLS</b>	<b>LEARNING OBJECTIVES (end of training requirements)</b>
To equip the learner with the knowledge and skills to effectively manage contracts throughout their life cycle , Ensuring they are aligned to organizational goals, legally sound and mitigate potential risk	International Federation of Consulting Engineers (FIDIC)	1. To develop a strong understanding for these widely used construction contracts and their practical applications
	Contracts negotiations and arbitrations	1. To ensure compliance and reduce risk, improve operational efficiency of a contract, to be able to enhance visibility and control in cycle, to be able to maximize financial performance. Strengthen relationships with partners and vendors, to be able to support strategic decision making during the contract
	Project management	1. To develop the knowledge, skills, and abilities needed to successfully plan, execute and close projects

## 3. TRAINING TITLE: PROVISION OF LOGISTICS TRAINING

<b>COURSE GOAL</b>	<b>PRIORITY SKILLS</b>	<b>LEARNING OBJECTIVES (end of training requirements)</b>
To enhance coordination of global supply chains	International Logistics	<p>1. Understand the end-to-end flow of goods in international logistics, including multimodal transport.</p> <p>2. Analyze global logistics networks to optimize cost, lead time, and reliability.</p> <p>3. Apply Incoterms and international trade documentation accurately in logistics planning.</p> <p>4. Coordinate with freight forwarders, customs agents, and third-party logistics providers.</p> <p>5. Manage logistics risks such as delays, compliance breaches, and disruptions in international trade.</p>
To comply with import/export legalities	Customs Regulations & Exemptions	<p>1. Interpret and apply customs laws and regulations in cross-border transactions.</p> <p>2. Classify goods correctly using the Harmonized System (HS) code for duty assessment.</p> <p>3. Identify and process customs exemptions applicable to specific sectors or goods.</p>

		<p>4.Prepare compliant documentation for import/export clearance (e.g., invoices, packing lists, permits).</p> <p>5.Coordinate with regulatory bodies to ensure timely and lawful clearance of goods.</p>
To ensure safety in handling and shipping hazardous materials	Dangerous Goods Regulations – Items Segregation	<p>1.Identify hazardous materials and understand their classification under international transport regulations (e.g., IATA, IMDG).</p> <p>2.Apply proper labeling, documentation, and packaging requirements for dangerous goods.</p> <p>3.Implement segregation rules to safely store and transport incompatible hazardous items.</p> <p>4.Train staff in safety protocols and emergency response procedures for dangerous goods handling.</p> <p>5.Comply with national and international legal frameworks for transporting hazardous substances.</p>
To reduce transport costs and improve fleet utilization	Fleet Optimization Techniques	<p>1.Analyze fleet performance metrics (e.g., fuel efficiency, maintenance costs, delivery times).</p> <p>2.Design optimal routing and scheduling to reduce fuel consumption and improve delivery reliability.</p> <p>3.Implement fleet management systems for tracking, maintenance, and performance monitoring.</p> <p>4.Evaluate outsourcing versus in-house fleet strategies for cost-effectiveness.</p> <p>5.Ensure compliance with transport regulations, driver hours, and vehicle safety standards.</p>
To minimize fuel-related wastage and fraud	Fuel Management	<p>1.Monitor and analyze fuel usage patterns to identify inefficiencies and cost-saving opportunities.</p> <p>2.Establish fuel consumption benchmarks and track deviations.</p> <p>3.Implement fuel procurement, storage, and distribution controls.</p> <p>4.Leverage technology (e.g., telematics, fuel cards) to manage and audit fuel usage.</p> <p>5.Develop policies and procedures for minimizing fuel theft, fraud, and wastage.</p>

To assess proper valuation for customs duty	Transaction Value method and adjustments	<p>Understand the WTO Valuation Agreement and the role of the transaction value method in customs valuation.</p> <p>Identify the elements of transaction value, including invoice price and adjustments (freight, insurance, commissions).</p> <p>Apply required adjustments for dutiable and non-dutiable charges in line with customs rules.</p> <p>Distinguish between acceptable and unacceptable sales transactions for valuation purposes.</p> <p>Prepare complete and accurate supporting documentation to justify declared customs values.</p>
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#### 4. TRAINING TITLE: PROVISION OF SUSTAINABLE PROCUREMENT TRAINING

<b>COURSE GOAL</b>	<b>PRIORITY SKILLS</b>	<b>LEARNING OBJECTIVES (end of training requirements)</b>
To Integrate environmental, social, and economic sustainability into procurement decisions, and promote ethical sourcing and responsible supply chains	<p>Sustainable sourcing &amp; supplier evaluation (environmental and social criteria)</p> <p>Life-cycle costing &amp; impact assessment (LCA, carbon footprint)</p> <p>Monitoring, reporting &amp; sustainability performance measurement</p>	<ol style="list-style-type: none"> <li>1. Explain core principles and drivers of sustainable procurement</li> <li>2. Develop and implement sustainable procurement policies and plans</li> <li>3. Apply life-cycle thinking and total cost approaches in purchasing decisions</li> <li>4. Evaluate and select suppliers based on sustainability performance and ethics</li> <li>5. Integrate circular economy and resource efficiency practices</li> <li>6. Ensure legal compliance and alignment with national frameworks (Kenya public procurement)</li> <li>7. Measure, report, and improve sustainability outcomes in procurement</li> <li>8. Engage stakeholders and drive organizational change toward sustainable supply chains</li> </ol>

#### 5. TRAINING TITLE: PROVISION OF MULTILATERAL DONOR FUNDED PROJECTS/ EPC CONTRACTS TRAINING

<b>COURSE GOAL</b>	<b>PRIORITY SKILLS</b>	<b>LEARNING OBJECTIVES (end of training requirements)</b>
To build capacity to manage donor-funded project procurement, compliance, and reporting requirements and Equip professionals to navigate multilateral donor	<p>Donor compliance &amp; grant management</p> <p>Procurement under donor guidelines</p>	<ol style="list-style-type: none"> <li>1. Interpret and apply multilateral donor procurement and financial regulations</li> <li>2. Develop procurement plans and strategies for donor-funded projects</li> <li>3. Manage the full project lifecycle (planning → procurement → execution → closure)</li> <li>4. Design and administer EPC/FIDIC contracts, including key clauses and obligations</li> <li>5. Allocate and manage technical, financial, and contractual risks in projects</li> </ol>

<p>rules (e.g., World Bank, AfDB, UN, EU) and align them with national systems</p>	<p>EPC contract structuring &amp; administration</p> <p>Project planning, cost control &amp; scheduling for large capital projects</p> <p>Monitoring, evaluation &amp; results-based management</p>	<ol style="list-style-type: none"> <li>6. Handle claims, variations, and dispute resolution mechanisms effectively</li> <li>7. Ensure compliance, audit readiness, and financial accountability in donor projects</li> <li>8. Evaluate contractor performance and manage supplier relationships in EPC delivery</li> <li>9. Monitor and report project outcomes, impact, and value for money</li> </ol>
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**6. TRAINING TITLE: PROVISION OF PUBLIC-PRIVATE PARTNERSHIP (PPP) PROJECTS TRAINING**

<b>COURSE GOAL</b>	<b>PRIORITY SKILLS</b>	<b>LEARNING OBJECTIVES (end of training requirements)</b>
<p>To Build capacity to design, structure, and manage PPP projects for infrastructure and public service delivery</p> <p>Strengthen ability to deliver bankable, viable, and sustainable PPP projects</p> <p>Enhance understanding of PPP legal, regulatory, and institutional frameworks</p>	<p>PPP project structuring &amp; design</p> <p>PPP procurement &amp; bid management</p> <p>Contract drafting, negotiation &amp; management</p> <p>Monitoring, performance management &amp; KPI tracking</p> <p>Dispute resolution &amp; contract renegotiation</p>	<ol style="list-style-type: none"> <li>1. Explain PPP concepts, models, and lifecycle (preparation → procurement → implementation → contract management)</li> <li>2. Structure PPP projects with appropriate risk-sharing mechanisms</li> <li>3. Develop and manage PPP procurement processes (prequalification, bidding, evaluation)</li> <li>4. Design, negotiate, and administer PPP contracts and concession agreements</li> <li>5. Apply financial modelling techniques to assess project viability</li> <li>6. Ensure compliance with legal and regulatory frameworks governing PPPs</li> <li>7. Monitor project performance and ensure service delivery and accountability</li> <li>8. Manage contract variations, disputes, and long-term project risks</li> </ol>

## 7. TRAINING TITLE: PROVISION OF INVENTORY MANAGEMENT TRAINING

<b>COURSE GOAL</b>	<b>PRIORITY SKILLS</b>	<b>LEARNING OBJECTIVES (end of training requirements)</b>
To control stock levels and reduce holding costs	Inventory Management	<ol style="list-style-type: none"> <li>1. Understand the principles and objectives of effective inventory management.</li> <li>2. Classify inventory using methods such as ABC analysis for better control and prioritization.</li> <li>3. Maintain optimal stock levels to balance availability and cost-efficiency.</li> <li>4. Apply inventory tracking techniques and systems (e.g., ERP, barcoding) for real-time control.</li> <li>5. Reduce inventory holding costs through efficient storage and movement practices.</li> </ol>
To match inventory levels with actual demand	Demand Forecasting & Inventory Planning	<ol style="list-style-type: none"> <li>1. Understand the role of demand forecasting in supply planning and inventory control.</li> <li>2. Use historical data and forecasting models (e.g., moving average, exponential smoothing) to predict demand.</li> <li>3. Align inventory planning with procurement lead times, seasonality, and consumption trends.</li> <li>4. Develop reorder points and safety stock levels to avoid stockouts and overstocking.</li> <li>5. Monitor forecast accuracy and adjust planning methods based on performance.</li> </ol>
To improve workplace efficiency and reduce waste	Housekeeping 5S & Lean Inventory Management	<ol style="list-style-type: none"> <li>1. Apply the 5S methodology (Sort, Set in order, Shine, Standardize, Sustain) to warehouse and inventory environments.</li> <li>2. Identify and eliminate waste in inventory handling processes using lean principles.</li> <li>3. Improve workplace organization to enhance efficiency and safety in storage areas.</li> <li>4. Promote visual management and labeling for streamlined inventory access and control.</li> <li>5. Foster a culture of continuous improvement and employee involvement in lean practices.</li> </ol>

To manage obsolete or excess inventory efficiently	End-of-Life Inventory & Reverse Logistics	<ol style="list-style-type: none"> <li>1. Identify and classify end-of-life inventory based on product lifecycle and demand trends.</li> <li>2. Develop strategies for reuse, resale, recycling, or safe disposal of obsolete items.</li> <li>3. Manage returns and reverse logistics efficiently to recover value and reduce waste.</li> <li>4. Coordinate with suppliers and customers in reverse supply chain processes.</li> <li>5. Track and report reverse logistics activities to enhance sustainability and cost recovery.</li> </ol>
To ensure optimal use and disposal of assets	Asset Disposal & Management	<p>Maintain accurate asset registers to support disposal decision-making.</p> <p>Evaluate assets for repair, transfer, or disposal based on condition and usefulness.</p> <p>Comply with organizational and legal procedures for asset disposal.</p> <p>Ensure accountability and transparency throughout the asset disposal process.</p> <p>Document and report asset disposal activities for audit and record-keeping.</p>
To dispose of government assets lawfully	Public Sector Disposal & Auctioning	<ol style="list-style-type: none"> <li>1. Understand legal and regulatory frameworks for public sector asset disposal.</li> <li>2. Prepare disposal schedules and asset valuation reports for approval.</li> <li>3. Plan and execute transparent and accountable public auctions.</li> <li>4. Engage stakeholders, including finance, audit, and user departments, in disposal processes.</li> <li>5. Manage revenue collection, documentation, and reporting post-auction.</li> </ol>
To comply with revised laws on exempt items	Disposal of Previously Exempt Goods	<ol style="list-style-type: none"> <li>1. Identify and classify goods that were previously exempt from standard disposal processes.</li> <li>2. Understand special handling requirements for exempted items (e.g., sensitive, hazardous, or restricted items).</li> <li>3. Follow legal and institutional procedures for the declassification and disposal of exempt goods.</li> <li>4. Coordinate with oversight and compliance bodies to ensure accountability.</li> <li>5. Maintain records and reports for traceability and audit readiness.</li> </ol>

To enhance coordination of global supply chains	International Logistics	<ol style="list-style-type: none"> <li>1. Understand the end-to-end flow of goods in international logistics, including multimodal transport.</li> <li>2. Analyze global logistics networks to optimize cost, lead time, and reliability.</li> <li>3. Apply Incoterms and international trade documentation accurately in logistics planning.</li> <li>4. Coordinate with freight forwarders, customs agents, and third-party logistics providers.</li> <li>5. Manage logistics risks such as delays, compliance breaches, and disruptions in international trade.</li> </ol>
To comply with import/export legalities	Customs Regulations & Exemptions	<ol style="list-style-type: none"> <li>1. Interpret and apply customs laws and regulations in cross-border transactions.</li> <li>2. Classify goods correctly using the Harmonized System (HS) code for duty assessment.</li> <li>3. Identify and process customs exemptions applicable to specific sectors or goods.</li> <li>4. Prepare compliant documentation for import/export clearance (e.g., invoices, packing lists, permits).</li> <li>5. Coordinate with regulatory bodies to ensure timely and lawful clearance of goods.</li> </ol>
To ensure safety in handling and shipping hazardous materials	Dangerous Goods Regulations – Items Segregation	<ol style="list-style-type: none"> <li>1. Identify hazardous materials and understand their classification under international transport regulations (e.g., IATA, IMDG).</li> <li>2. Apply proper labeling, documentation, and packaging requirements for dangerous goods.</li> <li>3. Implement segregation rules to safely store and transport incompatible hazardous items.</li> <li>4. Train staff in safety protocols and emergency response procedures for dangerous goods handling.</li> <li>5. Comply with national and international legal frameworks for transporting hazardous substances.</li> </ol>
To reduce transport costs and improve fleet utilization	Fleet Optimization Techniques	<ol style="list-style-type: none"> <li>1. Analyze fleet performance metrics (e.g., fuel efficiency, maintenance costs, delivery times).</li> <li>2. Design optimal routing and scheduling to reduce fuel consumption and improve delivery reliability.</li> <li>3. Implement fleet management systems for tracking, maintenance, and performance monitoring.</li> <li>4. Evaluate outsourcing versus in-house fleet strategies for cost-effectiveness.</li> </ol>

		5.Ensure compliance with transport regulations, driver hours, and vehicle safety standards.
To minimize fuel-related wastage and fraud	Fuel Management	<p>1. Monitor and analyze fuel usage patterns to identify inefficiencies and cost-saving opportunities.</p> <p>2. Establish fuel consumption benchmarks and track deviations.</p> <p>3. Implement fuel procurement, storage, and distribution controls.</p> <p>4. Leverage technology (e.g., telematics, fuel cards) to manage and audit fuel usage.</p> <p>5. Develop policies and procedures for minimizing fuel theft, fraud, and wastage.</p>
To assess proper valuation for customs duty	Transaction Value method and adjustments	<p>Understand the WTO Valuation Agreement and the role of the transaction value method in customs valuation.</p> <p>Identify the elements of transaction value, including invoice price and adjustments (freight, insurance, commissions).</p> <p>Apply required adjustments for dutiable and non-dutiable charges in line with customs rules.</p> <p>Distinguish between acceptable and unacceptable sales transactions for valuation purposes.</p> <p>Prepare complete and accurate supporting documentation to justify declared customs values.</p>

## SCHEDULE 8: ICT & DIGITAL TRANSFORMATION TRAINING CATEGORY

### I. Provision of Generative AI Training

COURSE GOAL	PRIORITY SKILLS	LEARNING OBJECTIVES (end of training requirements)
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<p>To enable ICT professionals to design, deploy, and manage generative AI solutions securely and effectively within modern digital systems</p>	<p>Focus on building, integrating, securing, and optimizing GenAI solutions for real-world impact.</p>	<ol style="list-style-type: none"> <li><b>1. Understand GenAI Concepts &amp; Technologies</b> <ul style="list-style-type: none"> <li>• Explain how generative AI works (LLMs, transformers, diffusion models)</li> <li>• Differentiate GenAI from traditional AI/ML approaches</li> <li>• Identify key GenAI tools and platforms</li> </ul> </li> <li><b>2. Apply Prompt Engineering Techniques</b> <ul style="list-style-type: none"> <li>• Design effective prompts for different tasks</li> <li>• Use structured prompting (role-based, few-shot, etc.)</li> <li>• Improve output quality through iteration</li> </ul> </li> <li><b>3. Develop &amp; Integrate GenAI Applications</b> <ul style="list-style-type: none"> <li>• Use APIs to build AI-powered applications</li> <li>• Create chatbots, assistants, and automation tools</li> <li>• Integrate GenAI into existing ICT systems</li> </ul> </li> <li><b>4. Implement Retrieval-Augmented Generation (RAG)</b> <ul style="list-style-type: none"> <li>• Connect AI models to internal or external data sources</li> <li>• Use embeddings and vector databases</li> <li>• Improve response accuracy and relevance</li> </ul> </li> <li><b>5. Deploy &amp; Manage GenAI Solutions</b> <ul style="list-style-type: none"> <li>• Deploy applications in cloud or local environments</li> <li>• Monitor performance, cost, and scalability</li> <li>• Apply basic DevOps practices</li> </ul> </li> <li><b>6. Handle Data for GenAI Systems</b> <ul style="list-style-type: none"> <li>• Prepare and manage structured/unstructured data</li> <li>• Build simple data pipelines</li> <li>• Ensure data quality and relevance</li> </ul> </li> <li><b>7. Ensure Security, Ethics &amp; Responsible AI Use</b> <ul style="list-style-type: none"> <li>• Identify risks (bias, hallucinations, privacy issues)</li> <li>• Apply governance and compliance principles</li> <li>• Implement safe and responsible AI practices</li> </ul> </li> <li><b>8. Design Practical Use Cases</b> <ul style="list-style-type: none"> <li>• Identify opportunities for GenAI in ICT environments</li> <li>• Translate business needs into AI solutions</li> </ul> </li> </ol>
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		<ul style="list-style-type: none"> <li>• Prototype and test solutions</li> </ul>
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**2. PROVISION OF DATA ANALYTICS TRAINING**

<p>To equip ICT professionals with the knowledge, tools, and practical skills to collect, process, analyze, and interpret data in order to support evidence-based decision-making and drive organizational performance</p>	<p>Focus on cleaning data, analyzing it, and communicating insights using the right tools</p>	<p><b>1. Understand Data Analytics Fundamentals</b></p> <ul style="list-style-type: none"> <li>• Explain the <b>data analytics lifecycle</b> (data collection → analysis → visualization → decision-making)</li> <li>• Differentiate between <b>descriptive, diagnostic, predictive, and prescriptive analytics</b></li> <li>• Understand <b>types of data</b> (structured, semi-structured, unstructured)</li> </ul> <p><b>2. Collect, Clean &amp; Prepare Data</b></p> <ul style="list-style-type: none"> <li>• Identify and source relevant datasets</li> <li>• Perform <b>data cleaning and preprocessing</b> (handling missing values, duplicates, outliers)</li> </ul>
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		<ul style="list-style-type: none"> <li>• Transform and normalize data for analysis</li> </ul> <p><b>3. Analyze Data Using Tools &amp; Techniques</b></p> <ul style="list-style-type: none"> <li>• Apply <b>statistical methods</b> (mean, median, standard deviation, correlations)</li> <li>• Perform <b>exploratory data analysis (EDA)</b></li> <li>• Use analytics tools like <b>Excel, Power BI, Tableau, or Python/R</b> for analysis</li> </ul> <p>4. Visualize Data Effectively</p> <ul style="list-style-type: none"> <li>• Create <b>charts, dashboards, and interactive reports</b></li> <li>• Choose appropriate visualization types for data insights</li> <li>• Interpret trends, patterns, and anomalies for decision-making</li> </ul> <p>5. Apply Advanced Analytics Techniques (Optional/Advanced)</p> <ul style="list-style-type: none"> <li>• Conduct <b>predictive analytics</b> using regression, classification, or clustering</li> <li>• Apply <b>basic machine learning models</b> for insights</li> <li>• Understand the limitations and assumptions of models</li> </ul> <p>6. Translate Insights into Action</p> <ul style="list-style-type: none"> <li>• Generate <b>actionable business insights</b> from data</li> <li>• Communicate findings effectively to stakeholders</li> <li>• Support <b>data-driven decision-making</b></li> </ul> <p>7. Ensure Data Quality &amp; Governance</p> <ul style="list-style-type: none"> <li>• Apply <b>data validation and integrity checks</b></li> <li>• Understand <b>data privacy, security, and ethical considerations</b></li> <li>• Follow best practices for <b>data governance and compliance</b></li> </ul>
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**3. PROVISION OF CYBERSECURITY TRAINING**

<p>To equip ICT professionals with the knowledge, technical skills, and best practices required to protect digital systems, networks, and data from cyber threats, ensuring secure, resilient, and</p>	<p>protect digital systems, data, and networks from cyber threats</p>	<p>1. Cybersecurity Fundamentals</p> <ul style="list-style-type: none"> <li>• Understanding threats, vulnerabilities, and risks</li> <li>• Types of attacks: phishing, malware, ransomware, social engineering</li> </ul> <p><b>2. Network &amp; System Security</b></p> <ul style="list-style-type: none"> <li>• Securing servers, endpoints, and networks</li> <li>• Firewalls, VPNs, and intrusion detection systems</li> </ul>
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<p>compliant ICT environments</p>		<p><b>3.Data Protection &amp; Privacy</b></p> <ul style="list-style-type: none"> <li>• Encryption, secure storage, and data classification</li> <li>• Compliance with standards (e.g., GDPR, ISO 27001)</li> </ul> <p><b>4.Identity &amp; Access Management</b></p> <ul style="list-style-type: none"> <li>• Authentication and authorization techniques</li> <li>• Role-based access control and multi-factor authentication</li> </ul> <p><b>5.Incident Detection &amp; Response</b></p> <ul style="list-style-type: none"> <li>• Monitoring, logging, and threat detection</li> <li>• Incident handling and disaster recovery planning</li> </ul> <p><b>6.Cybersecurity Best Practices</b></p> <ul style="list-style-type: none"> <li>• Safe password management</li> <li>• Email and web security hygiene</li> <li>• Social engineering awareness</li> </ul> <p><b>7.Emerging Threats &amp; Technologies</b></p> <ul style="list-style-type: none"> <li>• Cloud security, IoT security, AI-driven threats</li> <li>• Zero Trust architecture and modern defense strategies</li> </ul>
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#### 4. PROVISION OF CLOUD SYSTEMS TRAINING

<p>To equip ICT professionals with the knowledge, skills, and practical experience to design, deploy, manage, and secure cloud-based infrastructure and services, enabling organizations to leverage scalable, resilient, and cost-</p>	<p>Cloud Systems training equips ICT professionals to design, deploy, secure, optimize, and manage scalable cloud infrastructures efficiently and cost-effectively</p>	<p>I. Understand Cloud Computing Fundamentals</p> <ul style="list-style-type: none"> <li>• Define cloud computing and its deployment models: <b>public, private, hybrid, multi-cloud</b></li> <li>• Explain <b>IaaS, PaaS, and SaaS</b> services</li> <li>• Identify benefits and challenges of cloud adoption</li> </ul> <p><b>2. Explore Cloud Service Providers &amp; Platforms</b></p> <ul style="list-style-type: none"> <li>• Understand key offerings from <b>AWS, Azure, Google Cloud</b></li> <li>• Navigate cloud management consoles and portals</li> </ul>
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<p>effective computing solutions.</p>		<ul style="list-style-type: none"> <li>• Compare services and pricing models for different workloads</li> </ul> <p style="text-align: center;">3. Implement Cloud Infrastructure</p> <ul style="list-style-type: none"> <li>• Launch virtual machines (VMs) and configure storage</li> <li>• Design and deploy <b>scalable networks</b></li> <li>• Set up databases and application services in the cloud</li> </ul> <p style="text-align: center;">4. Manage Security &amp; Compliance in the Cloud</p> <ul style="list-style-type: none"> <li>• Implement <b>identity and access management (IAM)</b></li> <li>• Apply data encryption, firewall, and network security measures</li> <li>• Understand cloud compliance standards and governance (ISO, GDPR, Kenya Data Protection Act)</li> </ul> <p style="text-align: center;">5. Monitor &amp; Optimize Cloud Resources</p> <ul style="list-style-type: none"> <li>• Track cloud usage and costs</li> <li>• Use monitoring and alerting tools</li> <li>• Optimize performance and cost-efficiency</li> </ul> <p style="text-align: center;">6. Automate Cloud Operations</p> <ul style="list-style-type: none"> <li>• Use <b>Infrastructure as Code (IaC)</b> tools like Terraform or CloudFormation</li> <li>• Implement CI/CD pipelines for cloud-deployed applications</li> <li>• Automate scaling, backup, and resource management</li> </ul> <p style="text-align: center;">7. Design Cloud-Based Solutions</p> <ul style="list-style-type: none"> <li>• Translate business requirements into cloud architecture</li> <li>• Implement <b>resilient, high-availability solutions</b></li> <li>• Integrate cloud services with existing on-premise infrastructure</li> </ul> <p style="text-align: center;">8. Troubleshoot &amp; Support Cloud Systems</p> <ul style="list-style-type: none"> <li>• Diagnose connectivity, performance, and configuration issues</li> <li>• Use logs, dashboards, and diagnostic tools</li> <li>• Apply best practices for maintenance and incident response</li> </ul>
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**5. PROVISION OF ENTERPRISE SYSTEMS TRAINING**

<p>To equip ICT professionals with the knowledge, skills, and practical experience to</p>	<p>Enterprise Systems training equips ICT professionals with skills to manage,</p>	<p>I. Understand Enterprise Systems Concepts</p> <ul style="list-style-type: none"> <li>• Explain what enterprise systems (ERP, CRM, SCM, HRIS) are and why they are critical</li> </ul>
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<p>implement, manage, and optimize enterprise systems that enhance operational efficiency, data management, and business decision-making.</p>	<p>integrate, optimize, and secure large-scale business applications while driving automation and business intelligence.</p>	<ul style="list-style-type: none"> <li>• Identify key components, modules, and their interconnections</li> <li>• Recognize the role of enterprise systems in business process optimization</li> </ul> <p style="text-align: center;">2. Navigate and Use Enterprise Software</p> <ul style="list-style-type: none"> <li>• Operate key modules relevant to your role (finance, HR, supply chain, sales, etc.)</li> <li>• Perform standard transactions, queries, and reporting</li> <li>• Customize dashboards and workflows for efficiency</li> </ul> <p style="text-align: center;">3. Manage System Integration</p> <ul style="list-style-type: none"> <li>• Understand integration points between enterprise systems and other IT tools</li> <li>• Recognize APIs, data flows, and middleware</li> <li>• Handle basic troubleshooting of system connectivity issues</li> </ul> <p style="text-align: center;">4. Data Management and Analytics</p> <ul style="list-style-type: none"> <li>• Enter, validate, and manage data effectively in enterprise systems</li> <li>• Generate and interpret reports for decision-making</li> <li>• Use analytics and dashboards to track KPIs</li> </ul> <p style="text-align: center;">5. Ensure Security, Compliance, and Governance</p> <ul style="list-style-type: none"> <li>• Apply access controls and user permissions</li> <li>• Understand regulatory compliance (e.g., GDPR, local data laws)</li> <li>• Maintain data integrity and audit trails</li> </ul> <p style="text-align: center;">6. Optimize Business Processes</p> <ul style="list-style-type: none"> <li>• Map business processes to system functionalities</li> <li>• Identify inefficiencies and propose system-driven improvements</li> <li>• Leverage automation features within enterprise systems</li> </ul> <p style="text-align: center;">7. Support Change Management</p> <ul style="list-style-type: none"> <li>• Assist in system rollout and user adoption</li> <li>• Provide training and support for colleagues</li> <li>• Participate in continuous improvement initiatives</li> </ul>
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## SCHEDULE 9: HUMAN RESOURCE & ORGANIZATIONAL DEVELOPMENT TRAINING CATEGORY

### TRAINING TITLE: PROVISION OF TALENT MANAGEMENT TRAINING

COURSE GOAL	PRIORITY SKILLS	LEARNING OBJECTIVES (end of training requirements)
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<p><b>The Talent Management Training</b> focuses on strengthening key skills in recruiting the right talent, developing employee capabilities, and driving effective performance management. It also builds competency in engaging and retaining employees, planning for succession, and using HR data to support smart, strategic talent decisions.</p>	<p>The ability to identify, develop, and retain high-potential talent through strategic recruitment, effective performance management, and structured succession planning, ensuring a strong and capable workforce that supports organizational growth.</p>	<ol style="list-style-type: none"> <li>1. Apply effective talent acquisition and selection techniques to attract and secure high-quality candidates aligned with organizational needs.</li> <li>2. Develop and implement employee development plans that strengthen skills, support career growth, and align with competency frameworks.</li> <li>3. Utilize performance management tools and feedback techniques to enhance employee productivity and drive continuous improvement.</li> <li>4. Identify and engage high-potential employees while applying strategies to improve retention and strengthen employee experience.</li> <li>5. Create and manage succession plans to build a strong leadership pipeline and ensure continuity in critical roles.</li> </ol>
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## 2. THE WORKFORCE PLANNING TRAINING

<p><b>The Workforce Planning Training</b> aims to equip participants with the skills to forecast workforce needs, analyze talent gaps, and develop strategies to ensure the organization has the right people with the right skills at the right time. The course focuses on strengthening planning, data analysis, and decision-making capabilities to support effective staffing, resource allocation, and long-term organizational sustainability.</p>	<p>The Workforce Planning Training strengthens participants' ability to forecast staffing needs, analyze workforce data, and identify critical skills gaps. It builds capability in developing practical workforce strategies, optimizing talent deployment, and supporting evidence-based decision-making to ensure the organization remains adequately staffed and future-ready.</p>	<ol style="list-style-type: none"> <li>1. Forecast workforce needs effectively by analyzing organizational strategy, talent trends, and future skill requirements.</li> <li>2. Conduct workforce gap analyses to identify current and future talent shortages, surpluses, and critical skill risks.</li> <li>3. Develop practical workforce plans and strategies that ensure the organization has the right talent in the right roles at the right time.</li> <li>4. Use workforce data and analytics to support evidence-based HR decision-making and optimize resource allocation.</li> <li>5. Implement workforce planning processes and monitoring frameworks to track progress, assess risks, and adjust plans to evolving business needs.</li> </ol>
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## 3. THE INDUSTRIAL RELATIONS TRAINING

<p><b>The Industrial Relations Training</b> aims to equip participants with the skills to manage employer–employee relations effectively, promote constructive dialogue, and handle workplace disputes professionally. By the end of the training, participants will understand key labour laws, apply best-practice conflict-resolution techniques, strengthen negotiation and engagement skills, and support fair and compliant HR practices that foster a stable and productive workplace.</p>	<p>Participants will gain practical skills in managing workplace relations, interpreting labour laws, and handling disciplinary and grievance processes professionally. The training also strengthens negotiation, conflict-resolution, and communication skills to support constructive engagement between management, employees, and unions. Overall, participants will be better equipped to foster a stable, compliant, and harmonious work environment.</p>	<ol style="list-style-type: none"> <li>1. Interpret and apply key labour laws and regulations to ensure compliance and support fair workplace practices.</li> <li>2. Manage disciplinary and grievance procedures effectively, using structured and legally sound processes.</li> <li>3. Use negotiation and conflict-resolution techniques to address disputes and promote constructive workplace relations.</li> <li>4. Engage productively with unions and employee representatives to foster collaboration and minimize industrial tensions.</li> <li>5. Implement strategies that support harmonious employer-employee relations, contributing to a stable and productive work environment.</li> </ol>
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#### 4. RETIREMENT PLANNING TRAINING

<p><b>Retirement Planning Training</b> -Participants will be able to understand the key components of effective retirement planning, evaluate financial and lifestyle needs for post-retirement, and make informed decisions on savings, investments, and pension options. They will also gain</p>	<p>Participants will gain practical skills in assessing their financial readiness for retirement, understanding pension and investment options, and planning for long-term financial security. They will also develop the ability to evaluate lifestyle needs,</p>	<p><b>By the end of the training, participants will be able to:</b></p> <ol style="list-style-type: none"> <li>1. Assess their financial preparedness for retirement by evaluating income sources, savings, pensions, and long-term financial needs.</li> <li>2. Understand and compare pension, investment, and savings options to support informed retirement decision-making.</li> <li>3. Identify key retirement risks such as inflation, healthcare costs, and longevity and develop strategies to manage them.</li> <li>4. Plan for lifestyle and wellbeing needs by aligning personal goals, health considerations, and post-retirement activities.</li> </ol>
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skills to assess retirement risks, plan for healthcare and wellbeing, and develop a personalized roadmap that supports a secure and fulfilling retirement.	manage healthcare and wellbeing considerations, and create a personalized retirement plan that supports a smooth and sustainable transition into retirement.	5. Develop a personalized retirement plan that integrates financial, health, and lifestyle priorities for a secure and fulfilling retirement.
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**SCHEDULE 10: LEGAL, GOVERNANCE & REGULATORY COMPLIANCE  
TRAINING CATEGORY**

**1. TRAINING TITLE PROVISION OF CORPORATE LAW TRAINING**

<b>COURSE GOAL</b>	<b>PRIORITY SKILLS</b>	<b>LEARNING OBJECTIVES (end of training requirements)</b>
The goal of this course is to provide participants with a solid understanding of corporate law principles, enabling them to navigate legal frameworks governing business entities, ensure compliance with statutory requirements, and support sound corporate governance. By the end of the training, learners will be able to identify legal risks, interpret key corporate regulations, and apply best practices to support lawful, ethical, and effective business operations.	<p><b>Legal Framework Understanding:</b> Ability to understand laws governing companies, partnerships, and other business entities.</p> <p><b>Corporate Governance Practices:</b> Knowledge of roles, responsibilities, and best practices for boards, directors, and shareholders.</p> <p><b>Contract Review &amp; Interpretation:</b> Skills to read, interpret, and identify key elements and risks in business contracts.</p> <p><b>Regulatory Compliance:</b> Ability to ensure the organization complies with corporate laws, filings, and statutory obligations.</p> <p><b>Risk Identification &amp; Mitigation:</b> Skills to identify legal risks and recommend appropriate preventive measures.</p> <p><b>Decision-Making &amp; Legal Judgment:</b> Ability to apply legal principles to business decisions effectively.</p> <p><b>Documentation &amp; Record-Keeping:</b> Competence in maintaining proper corporate records and legal documentation.</p>	<p>Explain key principles of corporate law and how they apply to business operations.</p> <p>Differentiate between types of business entities and their legal implications.</p> <p>Describe roles and responsibilities of directors, officers, and shareholders.</p> <p>Interpret basic legal documents and contracts used in corporate settings.</p> <p>Ensure compliance with statutory and regulatory requirements, including filings and reporting.</p> <p>Identify common legal risks in corporate activities and propose mitigation strategies.</p> <p>Apply corporate governance best practices to support accountability and transparency.</p>

	<p><b>Stakeholder Communication</b> Ability to communicate legal requirements clearly to management and staff.</p>	<p>Maintain proper legal documentation and records in line with legal standards.</p> <p>Support ethical and legally sound decision-making within the organization.</p>
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## 2. TRAINING TITLE PROVISION OF CONTRACT MANAGEMENT TRAINING

<b>COURSE GOAL</b>	<b>PRIORITY SKILLS</b>	<b>LEARNING OBJECTIVES (end of training requirements)</b>
<p>To equip the learner with the knowledge and skills to effectively manage contracts throughout their life cycle , Ensuring they are aligned to organizational goals, legally sound and mitigate potential risks</p>	<p>International Federation of Consulting Engineers (FIDIC)</p> <p>Contracts negotiations and arbitrations</p> <p>Project management</p> <p><b>Contract Drafting &amp; Structuring:</b> Ability to prepare clear, accurate, and legally sound contracts.</p> <p><b>Contract Review &amp; Interpretation:</b> Skills to analyze contract terms, identify risks, and understand obligations.</p> <p><b>Negotiation Skills:</b> Ability to negotiate favorable terms while maintaining compliance and relationships.</p> <p><b>Risk Identification &amp; Mitigation:</b> Competence in spotting potential legal and financial risks in contracts.</p> <p><b>Compliance Management:</b> Ensuring contracts meet legal, regulatory, and organizational requirements.</p> <p><b>Contract Administration</b> Managing contract execution, performance tracking, and renewals.</p>	<p>To develop a strong understanding for these widely used construction contracts and their practical applications</p> <p>To ensure compliance and reduce risk, improve operational efficiency of a contract, to be able to enhance visibility and control in cycle, to be able to maximize financial performance. Strengthen relationships with partners and vendors, to be able to support strategic decision making during the contract</p> <p>To develop the knowledge, skills, and abilities needed to successfully plan, execute and close projects</p> <p>Explain the contract lifecycle from creation to closure.</p> <p>Draft and structure basic contracts with clear terms and conditions.</p> <p>Interpret key contract clauses, including obligations, liabilities, and termination provisions.</p> <p>Identify and assess risks within contracts and recommend mitigation strategies.</p> <p>Apply negotiation techniques to achieve balanced and compliant agreements. Ensure compliance with legal and organizational requirements in all contracts.</p> <p>Monitor contract performance and manage deliverables effectively.</p> <p>Maintain accurate contract documentation and records.</p>

	<p><b>Documentation &amp; Record Management:</b> Maintaining accurate and accessible contract records.</p> <p><b>Dispute Resolution Awareness:</b> Understanding mechanisms for handling breaches and disputes.</p>	<p>Handle contract variations, renewals, and terminations appropriately.</p> <p>Recognize and respond to contract disputes using appropriate procedures.</p>
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### 3. TRAINING TITLE PROVISION OF REGULATORY COMPLIANCE TRAINING

COURSE GOAL	PRIORITY SKILLS	LEARNING OBJECTIVES (end of training requirements)
<p>The goal of this course is to provide participants with a comprehensive understanding of regulatory requirements governing the energy sector, including safety, environmental, and operational standards. By the end of the training, learners will be able to interpret relevant laws and regulations, ensure compliance in daily activities, identify and mitigate risks, and promote safe, ethical, and sustainable energy practices within their organization</p>	<p><b>Regulatory Awareness &amp; Interpretation:</b> Ability to understand and interpret energy laws, regulations, and industry standards relevant to operations.</p> <p><b>Risk Identification &amp; Assessment:</b> Skills to identify potential compliance risks (safety, environmental, legal) and evaluate their impact.</p> <p><b>Policy Implementation:</b> Capability to apply organizational policies and regulatory requirements in day-to-day activities.</p> <p><b>Environmental &amp; Safety Compliance:</b> Knowledge and practical application of environmental protection standards and workplace safety regulations.</p> <p><b>Monitoring &amp; Reporting:</b> Ability to track compliance performance, maintain accurate records, and prepare required regulatory reports.</p> <p><b>Ethical Decision-Making:</b> Skills to act with integrity and make decisions aligned with legal and ethical standards.</p> <p><b>Incident Response &amp; Management:</b> Competence in handling compliance breaches, reporting incidents, and supporting corrective actions.</p> <p><b>Audit Readiness:</b> Ability to prepare for and support internal and external compliance audits.</p>	<p>Explain key regulatory frameworks governing the energy sector, including safety, environmental, and operational requirements.</p> <p>Interpret relevant laws and standards and apply them correctly in daily job functions.</p> <p>Identify potential compliance risks and assess their impact on operations, safety, and the environment.</p> <p>Demonstrate adherence to organizational policies and regulatory requirements in routine tasks.</p> <p>Apply environmental and safety compliance practices to minimize hazards and ensure sustainable operations.</p> <p>Document and report compliance activities accurately in line with regulatory expectations.</p> <p>Respond effectively to compliance incidents, including reporting, escalation, and corrective actions.</p> <p>Prepare for and support compliance audits by maintaining proper records and following established procedures.</p> <p>Demonstrate ethical decision-making in situations involving regulatory and compliance challenges.</p> <p>Communicate compliance requirements clearly to colleagues and relevant stakeholders.</p>

	<b>Stakeholder Communication:</b> Skills to communicate compliance requirements clearly to teams, regulators, and other stakeholders.	
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**SCHEDULE II: PERSONAL EFFECTIVENESS & SOFT SKILLS TRAINING CATEGORY**

**I. Provision of Communication training**

<b>COURSE GOAL</b>	<b>PRIORITY SKILLS</b>	<b>LEARNING OBJECTIVES (end of training requirements)</b>
to help participants develop clear, effective, and confident communication skills that enhance workplace collaboration, leadership, and interpersonal relationships.	Communication	<ol style="list-style-type: none"> <li>1. Improve Clarity &amp; Effectiveness by articulating ideas concisely and confidently.</li> <li>2. Practice active listening, empathy, and constructive feedback as you Build stronger professional and personal relationships.</li> <li>3. Support knowledge sharing and cross-functional cooperation.</li> <li>4. Develop Professional Presence and gain confidence in presentations, meetings, and negotiations.</li> <li>5. Learn Conflict Resolution techniques to manage disagreements respectfully.</li> <li>6. Adjust communication styles for diverse audiences and cultures to achieve message adaptability Across Contexts.</li> <li>7. Align Leadership Communication communication with organizational vision and values.</li> </ol>

**2. PROVISION OF NEGOTIATION TRAINING**

to equip participants with the skills, strategies, and confidence to reach mutually beneficial agreements, resolve conflicts constructively, and build stronger professional and personal relationships.	Negotiation	<ol style="list-style-type: none"> <li>1. Understanding Negotiation Principles by Learning the fundamentals of negotiation, including distributive and integrative approaches.</li> <li>2. Develop strategic skills in analyzing situations, setting objectives, and preparing negotiation strategies.</li> </ol>
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		<ol style="list-style-type: none"> <li>3. Strengthen verbal, non-verbal, and listening skills to build trust and clarity for effective communication.</li> <li>4. Resolve conflicts by transforming disputes into opportunities for collaboration and compromise.</li> <li>5. Apply techniques to persuade and influence without damaging relationships.</li> <li>6. Focus on creating Win-Win sustainable agreements that benefit all parties.</li> <li>7. Adjust adaptability in negotiation styles for different cultures, industries, and scenarios.</li> <li>8. Build self-assurance in high-stake negotiations by projecting professionalism and credibility.</li> </ol>
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### 3. PROVISION OF LEADERSHIP PRESENCE TRAINING

<p>to help participants cultivate the confidence, authenticity, and influence needed to inspire trust, command respect, and effectively lead in diverse professional settings</p>	<p>Leadership Presence</p>	<ol style="list-style-type: none"> <li>1. Develop Authentic Leadership Style by Understanding personal values and strengths to project a genuine leadership identity.</li> <li>2. Enhance Communication Impact and Improve verbal, non-verbal, and written communication to convey authority and clarity</li> <li>3. Build Confidence &amp; Professional Presence and Strengthen self-assurance in high-pressure situations, leverage emotional control to reinforce leadership presence.</li> <li>4. Inspire &amp; Influence Others by gaining skills to motivate teams, foster collaboration, and secure buy-in.</li> <li>5. Strengthening Emotional Intelligence by developing empathy, resilience, and self-awareness to build trust.</li> <li>6. Lead with Integrity &amp; Vision by communicating vision and values clearly to inspire long-term loyalty.</li> </ol>
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### 4. PROVISION OF COACHING TRAINING

<p>to prepare participants to guide, support, and empower others in achieving their personal and</p>	<p>Coaching</p>	<ol style="list-style-type: none"> <li>1. Adopt a Coaching Mindset by understanding the principles of coaching and how they differ from</li> </ol>
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<p>professional potential through effective coaching techniques, active listening, and constructive feedback.</p>		<p>mentoring or managing.</p> <ol style="list-style-type: none"> <li>2. Strengthening Communication Skills by practicing active listening, powerful questioning, and constructive feedback</li> <li>3. Facilitate Goal Setting &amp; Action Planning</li> <li>4. Enhance Emotional Intelligence and Improve self-awareness, empathy, and resilience in coaching relationships.</li> <li>5. Gain proficiency in frameworks and structured approaches such as the GROW model or solution-focused coaching.</li> <li>6. Support individuals and teams in overcoming challenges and improving productivity.</li> <li>7. Embed coaching practices into organizational leadership.</li> </ol>
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#### 5. PROVISION OF PRODUCTIVITY IMPROVEMENT TRAINING

<p>to equip participants with the tools, techniques, and mindset to optimize efficiency, reduce waste, and enhance overall performance at both individual and organizational levels.</p>	<p>Productivity Improvement</p>	<ol style="list-style-type: none"> <li>1. Learn methods to plan, schedule, and prioritize tasks effectively to reduce procrastination and improve focus on high-value activities</li> <li>2. Identify inefficiencies and bottlenecks in workflows and apply continuous improvement to Maximize their use</li> <li>3. of human, financial, and technological resources.</li> <li>4. Gain proficiency in using productivity tools, automation, and digital platforms.</li> <li>5. Strengthening accountability and goal-setting practices that enhance performance</li> <li>6. Develop decision making analytical skills to identify challenges and implement effective solutions.</li> <li>7. Foster a workplace culture of productivity, motivation, and continuous improvement.</li> </ol>
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**SCHEDULE 12: GENDER, DIVERSITY & WORKPLACE WELLNESS TRAINING CATEGORY**

**I. TRAINING TITLE: PROVISION OF GENDER MAINSTREAMING, TRAINING**

<b>COURSE GOAL</b>	<b>PRIORITY SKILLS</b>	<b>LEARNING OBJECTIVES (end of training requirements)</b>
Equip participants with knowledge and practical tools to integrate gender equality into policies, programs, and organizational systems	Gender Analysis Skills	Ability to identify gender gaps, inequalities, and power relations Use of gender analysis frameworks and tools Interpretation of sex-disaggregated data
	Gender-Responsive Planning & Design	Integrating gender into: Project design Policies Strategic plans Designing inclusive interventions that address inequalities
	Gender Mainstreaming Application Skills	Applying gender at all stages: Planning Implementation Monitoring & evaluation Embedding gender in organizational systems and culture
	Gender-Responsive Budgeting (GRB)	Allocating resources based on gender needs Linking budgets to equity outcomes
	Monitoring & Evaluation (M&E)	Developing gender-sensitive indicators Measuring impact on different groups Conducting gender audits
	Communication & Advocacy	Presenting gender issues effectively Addressing resistance and bias Influencing policy and stakeholders

**2. TRAINING TITLE: PROVISION OF DIVERSITY, EQUITY, INCLUSION & BELONGING (DEIB, TRAINING)**

<b>COURSE GOAL</b>	<b>PRIORITY SKILLS</b>	<b>LEARNING OBJECTIVES (end of training requirements)</b>
To build an inclusive, respectful, and equitable workplace by equipping employees with the awareness, skills, and mindset to value diversity, challenge bias, and foster a culture of belonging that supports collaboration and organizational success.	<ol style="list-style-type: none"> <li>1. DEIB Awareness</li> <li>2. Bias Recognition and Equity-Minded Thinking</li> <li>3. Inclusive and Empathetic Communication</li> <li>4. Allyship, Advocacy and understanding intersectionality</li> <li>5. Collaboration and Conflict Resolution Across Differences</li> </ol>	<ol style="list-style-type: none"> <li>1. Understand key DEIB concepts such as diversity, equity, inclusion, belonging, and how they impact workplace culture and performance.</li> <li>2. Recognize and address unconscious bias to foster more equitable decision-making and interactions.</li> <li>3. Develop inclusive communication skills that promote respect, empathy, and psychological safety.</li> <li>4. Demonstrate cultural competence by engaging respectfully with individuals from diverse backgrounds and identities.</li> <li>5. Apply DEIB principles to support allyship, challenge inequities, and contribute to a more inclusive and collaborative work environment.</li> </ol>

**3. TRAINING TITLE: PROVISION OF MENTAL HEALTH AND EMPLOYEE WELLNESS TRAINING**

<b>COURSE GOAL</b>	<b>PRIORITY SKILLS</b>	<b>LEARNING OBJECTIVES (end of training requirements)</b>
To embed well-being and mental health into company strategy by fostering a supportive culture, allocating resources, setting clear goals, and ensuring accountability—enhancing organizational success, stakeholder trust, and reputation.	<ol style="list-style-type: none"> <li>1. Emotional Intelligence and Self-Awareness</li> <li>2. Stress and Resilience Management</li> <li>3. Effective and Compassionate Communication</li> <li>4. Mental Health Literacy and Support</li> <li>5. Boundaries and Conflict Resolution</li> </ol>	<ol style="list-style-type: none"> <li>1. Recognizing, understanding, and managing one's emotions, identifying personal needs and triggers, and empathizing with others.</li> <li>2. Identifying stressors, applying effective coping strategies, and building the capacity to recover from setbacks and adapt to change.</li> <li>3. Expressing thoughts clearly, respectfully, and sensitively, while demonstrating empathy and understanding in interactions.</li> <li>4. Understanding mental health conditions, recognizing warning signs, and knowing how to access or offer appropriate support.</li> <li>5. Setting and respecting healthy personal and professional limits, and resolving interpersonal issues calmly and constructively.</li> </ol>

## Notes on Trainers Qualification

Note 1. Training plan and content to be submitted covering the lessons, practical activities and assessments. The training to be completed within a working week.

Note 2. Attach trainer curriculum, testimonials, references and referral.

Note 3. Alternative or co- trainers must meet all the criteria of the main trainer

## CERTIFICATION & REPORTING

The trainer shall provide each participant with a **CERTIFICATE OF TRAINING** upon successful completion of the course.

Training will need to be evaluated through continuous assessments and practical participation.

After completing the training program, the trainer shall prepare a report for every session detailing strength of the trainees and identifying challenges observed with recommendations for further action.

## TRAINING FACILITIES

KenGen shall provide the training venue and shall take care of the trainee's transport, meals and accommodation.

The trainer shall provide adequate training materials that support successful implementation of the training.

Apart from KenGen operational areas as provided in **Section V (I. Introduction)** above, these trainings may also be conducted in the following locations in Kenya:

Nairobi, Nakuru, Naivasha, Kisumu, Eldoret, Mombasa, Kilifi, Diani, Machakos, Embu, Muranga, Kitui etc.

The trainer shall take care of their own accommodation and travel logistics.

## **PART III – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

## SECTION VIII - GENERAL CONDITIONS OF CONTRACT

### A. General Provisions Definitions

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

- a) The Adjudicator is the person appointed jointly by the Procuring Entity and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Tender;
- c) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Procuring Entity
- d) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- f) "Day works" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.
- g) "Procuring Entity" means the Procuring Entity or party who employs the Service Provider
- h) "Foreign Currency" means any currency other than the currency of Kenya;
- i) "GCC" means these General Conditions of Contract;
- j) "Government" means the Government of Kenya;
- k) "Local Currency" means Kenya shilling;
- l) "Member," in case the Service Provider consist 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 Service Provider's rights and obligations towards the Procuring Entity under this Contract;
- m) "Party" means the Procuring Entity or the Service Provider, as the case may be, and "Parties" means both of them;
- n) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- o) "Service Provider" is a person or corporate body whose Tender to provide the Services has been accepted by the Procuring Entity;
- p) "Service Provider's Tender" means the completed Tendering Document submitted by the Service Provider to the Procuring Entity
- q) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- r) "Specifications" means the specifications of the service included in the Tendering Document submitted by the Service Provider to the Procuring Entity
- s) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Tender.
- t) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4;
- u) "Public Procurement Regulatory Authority (PPRA)" shall mean the Government Agency

responsible for oversight of public procurement.

- v) "Project Manager" shall be the person appointed by the Procuring Entity to act as the Project Manager for the purposes of the Contract and named in the Particular Conditions of Contract, or other person appointed from time to time by the Procuring Entity and notified to the Contractor.
- w) "Notice of Dissatisfaction" means the notice given by either Party to the other indicating its dissatisfaction and intention to commence arbitration.

## 1.2 **Applicable Law**

The Contract shall be interpreted in accordance with the laws of Kenya.

## 1.3 **Language**

This Contract has been executed in the 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, hand delivery, or email to such Party at the address **specified in the SCC**.

## 1.5 **Location**

The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as the Procuring Entity 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 Procuring Entity or the Service Provider may be taken or executed by the officials **specified in the SCC**.

## 1.7 **Inspection and Audit by the PPRA**

Pursuant to paragraph 2.2 e. of Attachment I to the General Conditions, the Service Provider shall permit and shall cause its sub-contractors and sub-consultants to permit, PPRA and/or persons appointed by PPRA to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by PPRA. The Service Provider's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 3.10 which provides, inter alia, that acts intended to materially impede the exercise of PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to PPRA's prevailing sanctions procedures).

## 1.8 **Taxes and Duties**

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## 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 maybe **stated in the SCC**.

## 2.2 Commencement of Services

### 2.2.1 Program

Before commencement of the Services, the Service Provider shall submit to the Procuring Entity for approval a Program showing the general methods, arrangements order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

### 2.2.2 Starting Date

The Service Provider shall start 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 SCC**.

## 2.3 Intended Completion Date

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub- Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

## 2.4 Modification

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

### 2.4.1 Value Engineering

The Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- a) The proposed change(s), and a description of the difference to the existing contract requirements;
- b) A full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Procuring Entity may incur in implementing the value engineering proposal; and
- c) A description of any effect(s) of the change on performance/functionality.

The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:

- a) accelerates the delivery period; or
- b) reduces the Contract Price or the lifecycle costs to the Procuring Entity; or
- c) improves the quality, efficiency, safety or sustainability of the services; or
- d) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities.

If the value engineering proposal is approved by the Procuring Entity and results in:

- a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the **SCC** of the reduction in the Contract Price; or
- b) an increase in the Contract Price; but results in a reduction in lifecycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

## **2.5 Force Majeure**

### **2.5.1 Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

### **2.5.2 No Breach of Contract**

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

### **2.5.3 Extension of Time**

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

### **2.5.4 Payments**

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

## **2.6 Termination**

### **2.6.1 By the Procuring Entity**

The Procuring Entity may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- a) If the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Entity may have subsequently approved in writing;
- b) if the Service Provider becomes insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) if the Service Provider, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2a. of Attachment I to the GCC, in competing for or in executing the Contract

### **2.6.2 By the Service Provider**

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- a) If the Procuring Entity fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

### **2.6.3 Payment up on Termination**

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Procuring Entity shall make the following payments to the Service Provider:

- 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), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

## **3 Obligations of the Service Provider**

### **3.1 General**

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its 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 Service Provider shall always act, in respect of any matter relating to this Contractor to the Services, as faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subcontractors or third parties.

### **3.2 Conflict of Interests**

#### **3.2.1 Service Provider Not to Benefit from Commissions and Discounts.**

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

#### **3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project**

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

#### **3.2.3 Prohibition of Conflicting Activities**

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) During the term of this Contract, any business or professional activities in Kenya which would conflict with the activities assigned to them under this Contract;
- b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees' inactive duty or on any type of leave, to perform any activity under this Contract;
- c) After the termination of this Contract, such other activities as may be **specified in the SCC**.

### 3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring Entity's business or operations without the prior written consent of the Procuring Entity.

- 3.4 The Service Provider** (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and
- (b) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid.

### 3.5 Service Provider's Actions Requiring Procuring Entity's Prior Approval

The Service Provider shall obtain the Procuring Entity's prior approval in writing before taking any of the following actions:

- a) Entering into a subcontract for the performance of any part of the Services,
- b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- c) changing the Program of activities; and
- d) Any other action that may be **specified in the SCC**.

### 3.6 Reporting Obligations

The Service Provider shall submit to the Procuring Entity the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

### 3.7 Documents Prepared by the Service Provider to Be the Property of the Procuring Entity

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Procuring Entity, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Service

Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

### 3.8 Liquidated Damages

#### 3.8.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Procuring Entity at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Procuring Entity may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

### **3.8.2 Correction for Over-payment**

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Entity shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

### **3.8.3 Lack of performance penalty**

If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.

## **3.9 Performance Security**

The Service Provider shall provide the Performance Security to the Procuring Entity no later than the date specified in the Form of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Entity, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 day from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

## **3.10 Fraud and Corruption**

The Procuring Entity requires compliance with the Government's Anti-Corruption laws and its prevailing sanctions. The Procuring Entity requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

## **3.11 Sustainable Procurement**

The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC**.

## **4 Service Provider'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 Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Procuring Entity.

### **4.2 Removal and/or Replacement of Personnel**

- a) Except as the Procuring Entity may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes

necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

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

## **5 Obligations of the Procuring Entity**

### **5.1 Assistance and Exemptions**

The Procuring Entity shall use its best efforts to ensure that the Government shall provide the Service Providers such assistance and exemptions as **specified in the SCC**.

### **5.2 Change in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider 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 Sub-Clauses 6.2(a) or (b), as the case may be.

### **5.3 Services and Facilities**

The Procuring Entity shall make available to the Service Provider the Services and Facilities listed under Appendix F.

## **6 Payments to the Service Provider**

### **6.1 Lump-Sum Remuneration**

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

### **6.2 Contract Price**

- a) The price payable is **set forth in the SCC**.
- b) Price may be payable in foreign currency, if so allowed in this document.

### **6.3 Payment for Additional Services, and Performance Incentive Compensation**

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

**6.3.2** **If the SCC so specify**, the service provider shall be paid performance incentive compensation asset out in the Performance Incentive Compensation appendix.

**6.3.3** Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (*which would be the tender price*),

payment valuation certificates and variation orders on omissions and additions valued based on rates in the schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows:  $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$ .

#### 6.4 Terms and Conditions of Payment

Payments will be made to the Service Provider according to the payment schedule **stated in the SCC. Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be

valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Procuring Entity specifying the amount due.

#### 6.5 Interest on Delayed Payments

If the Procuring Entity has delayed payments beyond thirty (30) days after the due date stated in the **SCC**, interest shall be paid to the Service Provider for each day of delay at the rate stated in **the SCC**.

#### 6.6 Price Adjustment

6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c L_{mc} / L_{oc} + C_c I_{mc} / I_{oc}$$

Where:

$P_c$  is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.

$A_c$ ,  $B_c$  and  $C_c$  are coefficients specified in the **SCC**, representing:  $A_c$  the non-adjustable portion;  $B_c$  the adjustable portion relative to labor costs and  $C_c$  the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and

$L_{mc}$  is the index prevailing at the first day of the month of the corresponding invoiced date and  $L_{oc}$  is the index prevailing 28 days before Tender opening for labor; both in the specific currency “c”.

$I_{mc}$  is the index prevailing at the first day of the month of the corresponding invoice date and  $I_{oc}$  is the index prevailing 28 days before Tender opening for other inputs payable; both in the specific currency “c”.

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor  $Z_o/Z_n$  will be applied to the respective component factor of  $p_n$  for the formula of the relevant currency.  $Z_o$  is the number of units of Kenya Shillings of the index, equivalent to one unit of the currency payment on the date of the base index, and  $Z_n$  is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account to fall changes in cost due to fluctuations in costs.

#### 6.7 Day works

- 6.7.1 If applicable, the Day work rates in the Service Provider's Tender shall be used for small additional amounts of Services only when the Procuring Entity has given written instructions in advance for additional services to be paid in that way.
- 6.7.2 All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by the Procuring Entity. Each completed form shall be verified and signed by the Procuring Entity representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.
- 6.7.3 The Service Provider shall be paid for Day works subject to obtaining signed Day works forms as indicated in Sub-Clause 6.7.2

## 7 Quality Control

### 7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Procuring Entity shall be as **indicated in the SCC**. The Procuring Entity shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Procuring Entity may instruct the Service Provider to search for a Defect and to uncover and test any service that the Procuring Entity considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

#### **Correction of Defects, and Lack of Performance Penalty**

- a) The Procuring Entity shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Procuring Entity's notice.
- c) If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, the Procuring Entity will assess the cost of having the Defect corrected, the Service Provider will pay this amount and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

## 8 Settlement of Disputes

### 8.1 Contractor's Claims

- 8.1.1 If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.
- 8.1.2 If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clauses shall apply.
- 8.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all relevant to such event or circumstance.
- 8.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Procuring Entity's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record-keeping and /or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if

instructed) submit copies to the Project Manager.

**8.1.5** Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and /or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

8.1.5.1 This fully detailed claim shall be considered as interim;

- a) The Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and /or amount claimed, and such further particulars as the Project Manager may reasonably require; and
- b) The Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.

**8.1.6** Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.

**8.1.7** Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

**8.1.8** Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

- 8.1.9 If the Project Manager does not respond within the time framed in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer to Arbitration in accordance with Sub-Clause 8.2 [Matters that may be referred to arbitration].
- 8.1.10 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contract or fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause.

## **8.2 Matters that may be referred to arbitration**

- 8.2.1 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Services or abandonment of the Services or termination of the Contract by either party:
- a) The appointment of a replacement Project Manager upon the said person ceasing to act.
  - b) Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions
  - c) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
  - e) Any dispute arising in respect of war risks or war damage.
  - f) All other matters shall only be referred to arbitration after the completion or alleged completion of the Services or termination or alleged termination of the Contract, unless the Procuring Entity and the Contractor agree otherwise in writing.

## **8.3 Amicable Settlement**

- 8.3.1 Where a Notice of Dissatisfaction has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a Notice of Dissatisfaction in accordance with Sub-Clause 8.1 above should move to commence arbitration after the fifty-sixth day from the day on which a Notice of Dissatisfaction was given, even if no attempt at an amicable settlement has been made.

## **8.4 Arbitration**

- 8.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 8.3 shall be finally settled by arbitration. Arbitration shall be conducted in accordance with the Arbitration Laws of Kenya.
- 8.4.2 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.
- 8.4.3 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.
- 8.4.4 Arbitration may be commenced prior to or after completion of the services. The obligations of the Parties, and the Project Manager shall not be altered by reason of any arbitration being conducted during the progress of the services.
- 8.4.5 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

## **8.5 Arbitration with proceedings**

8.5.1 In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred 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, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

- a) Law Society of Kenya or
- b) Chartered Institute of Arbitrators (Kenya Branch)

8.5.2 The institution written to first by the aggrieved party shall take precedence over all other institutions.

8.5.3 The arbitration maybe on the construction of this Contractor on any matter or thing of what so ever nature arising there under or in connection there with, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to been titled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.

8.5.4 Provided that no arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.

8.5.5 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.

8.5.6 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.

8.5.7 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.

8.5.8 The award of such Arbitrator shall be final and binding upon the parties.

## **8.6 Failure to Comply with Arbitrator's Decision**

8.6.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

## **9.1 The Adjudicator**

9.1.1 Should the Adjudicator resign or die, or should the Procuring Entity and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the Procuring Entity and the Service Provider. In case of disagreement between the Procuring Entity and the Service Provider, within 30days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

- 9.2** The Adjudicator shall be paid by the hour at the rate **specified in the TDS and SCC**, together with reimbursable expenses of the type's **specified in the SCC**, and the cost shall be divided equally between the Procuring Entity and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

## B. SPECIAL CONDITIONS OF CONTRACT

### SECTION IX - SPECIAL CONDITIONS OF CONTRACT

*Table 5: Special Conditions of Contract*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(d)	The contract name is <b><i>KGN-HR-010-2026- Tender for Provision of Staff Capacity Development Programs and Professional Training Services for KenGen</i></b>
1.1(g)	The Procuring Entity is <b><i>Kenya Electricity Generating Company PLC</i></b>
1.1(o)	The Service Provider is:
1.4	<p>The addresses are:</p> <p>Procuring Entity: <b>KenGen</b></p> <p>Attention: <b>General Manager Supply Chain</b></p> <p>Postal address <b>P.O Box 47936 00100 Nairobi, Kenya</b></p> <p>Physical Address <b>KenGen Pension Plaza II, 9<sup>th</sup> Floor, Kolobot Road, Parklands.</b></p> <p>Telephone: <b>0711036000</b></p> <p>Electronic mail address: <a href="mailto:contracts@kengen.co.ke">contracts@kengen.co.ke</a></p> <p>Service Provider:</p> <p>Attention: _____</p> <p>Email address _____</p>
2.1	The date on which this Contract shall come into effect: <b><i>Upon contract signing</i></b>
2.2.2	The Starting Date for the commencement of Services is: <b><i>Upon contract signing or any other date as specified by both parties in writing.</i></b>
2.3	Contract Duration is <b>Three (3) Years</b> from contract commencement date. but renewable annually upon mutual agreement based on satisfactory performance.
6.3.2	<p>Performance Security</p> <p>Performance security shall be <b>Kenya Shillings 200,000.00</b> from a reputable bank licensed by Central Bank of Kenya.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	The performance security shall remain valid for <b>30 days</b> beyond the validity of the contract.
	<p>The Performance Security shall be in the form of: an on-Demand Bank Guarantee from a bank registered by Central Bank of Kenya</p> <p>The Performance security shall be denominated in the currency of the contract.</p>
6.5	<p><b>Payment Terms:</b></p> <p>Payment shall be made after delivery and acceptance of the service rendered and subject to issuance of training report, certificates issued to the trainees, session summaries and participant feedback. Payment shall be done within thirty (30) days upon receipt of an invoice and the attendance Register.</p> <p><b>Payment shall be through Electronic Funds Transfer (EFT).</b></p> <p>Payment is subject to successful delivery of training programs and submission of approved reports and attendance register.</p> <p><b>Advance Payment</b> Advance payment is not applicable.</p>
Prices	<p>Prices</p> <ul style="list-style-type: none"> <li>• Prices shall be fixed during the Supplier’s performance of the Contract and not subject to variation</li> </ul>
Delivery	<p>Delivery period</p> <p>The delivery of the service shall be on “<b>as and when required</b>” basis within the three-year period of the contract.</p>
Inspection and Test	<p>Pre-shipment inspection</p> <p><input type="checkbox"/> All consignments subject to Pre-Export Verification of Conformity (PVoC) to Standards Programme must obtain a Certificate of Conformity (CoC) issued by PVoC Country Offices Prior to shipment. The Certificate is a mandatory Customs Clearance document in Kenya.</p> <p><input type="checkbox"/> Consignments arriving at Kenyan Ports without this document will be denied entry into the Country.</p> <p><input type="checkbox"/> Since PVoC is a conformity assessment process to verify that products imported to Kenya are in compliance with the applicable Kenya standards or approved equivalents, regulations and technical requirements before shipment, it is the sole responsibility of the supplier (i.e. exporter) to demonstrate the same and hence meet any associated costs of verification.</p>
Resolution of disputes	<p>Resolution of disputes</p> <ul style="list-style-type: none"> <li>• The procuring entities and the supplier/service provider shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract</li> </ul>

<b>Arbitration</b>	Arbitration where necessary shall be by the Chartered Institute of Arbitrators Kenya Chapter
<b>Governing Language</b>	<p>Governing Language</p> <p>The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.</p>
<b>Taxes</b>	<p>a) "Taxes" means all present and future taxes, levies, duties, charges, assessments, deductions or withholdings whatsoever, including any interest thereon, and any penalties and fines with respect thereto, wherever imposed, levied, collected, or withheld pursuant to any regulation having the force of law and "Taxation" shall be construed accordingly.</p> <p>b) Local Taxation</p> <p>i. Nothing in the Contract shall relieve the Contractor and/or his Sub-Contractors from their responsibility to pay any taxes, statutory contributions and levies that may be levied on them in Kenya in respect of the Contract.</p> <p>ii. The Contract Price shall include all applicable taxes and shall not be adjusted for any of these taxes.</p> <p>iii. Tax exemption granted under this Contract shall be for an official aid funded project and shall be as provided under the applicable tax laws in Kenya.</p> <p>iv. The Contractor shall be deemed to be familiar with the tax laws in the Employer's Country and satisfied themselves with the requirements for all taxes, statutory contributions and duties to which they may be subjected during the term of the Contract. This shall include applicable local or foreign withholding tax, excise duty, Value Added Tax (VAT), importation duties, Local government taxes, and any other taxes not mentioned herein.</p> <p>v. In instances where discussions are held between the Employer and the Contractor regarding tax matters, this shall not be deemed to constitute competent advice and hence does not absolve the Contractor of their responsibility in relation to due diligence on the tax issue as per (i).</p> <p>c) Tax Deduction</p> <p>i. If the Employer is required to make a tax deduction by Law, then the deduction shall be made from payments due to the Contractor and paid directly to the Kenya Revenue Authority. The Employer shall upon remitting the tax to Kenya Revenue Authority furnish the Contractor with the relevant tax deduction certificates.</p> <p>ii. Where payments for the Contract Price are made directly by the financiers to the Contractor, the Contractor and the financiers shall make the necessary arrangements with Employer to ensure that</p>

withholding income tax is remitted to the Kenya Revenue Authority.

d) Tax Indemnity

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

C. FORMS

SECTION X -CONTRACT FORMS

FORM NO. I - PERFORMANCE SECURITY – (Unconditional Demand Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: \_\_\_\_\_ [insert name and Address of Procuring Entity]

Date: \_\_\_\_\_ [Insert date of issue]

PERFORMANCE GUARANTEE No.: \_\_\_\_\_

Guarantor ..... [Insert name and address of place of issue, unless indicated in the letterhead]

1. We have been informed that \_\_\_\_\_ (hereinafter called "the Applicant") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ (herein after called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Applicant, we as Guarantor, hereby irrevocably under take to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\$), <sup>1</sup> such sum being payable in the types and \_\_\_\_\_ proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the .... Day of ....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee." \_\_\_\_\_

\_\_\_\_\_  
[Name of Authorized Official, signature(s) and seals/stamps]

**Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.**

<sup>1</sup>The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in

*the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

*<sup>2</sup>Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Procuring Entity might consider adding the following text to the form, at the end of the pen ultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”*

## FORM No. 2 - PERFORMANCE SECURITY OPTION 2 – (Performance Bond)

*[Note: Procuring Entities are advised to use Performance Security–Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]*

*[Guarantor letterhead or SWIFT identifier code]* **Beneficiary:** *[insert name and Address of Procuring Entity]*  
**Date:** \_\_\_\_\_ *[Insert date of issue]*

**PERFORMANCE BOND No.:** \_\_\_\_\_

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. By this Bond \_\_\_\_\_ as Principal (hereinafter called “the Contractor”) and \_\_\_\_\_] as Surety (herein after called “the Surety”), are held and firmly bound unto \_\_\_\_\_] as Obligees (herein after called “the Procuring Entity”) in the amount of \_\_\_\_\_ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for \_\_\_\_\_ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are herein after referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations there under, the Surety may promptly remedy the default, or shall promptly:
  - 1) Complete the Contract in accordance with its terms and conditions; or
  - 2) Obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable here under, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or
  - 3) pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.

6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day \_\_\_\_\_ of \_\_\_\_\_ 20.

SIGNED ON \_\_\_\_\_ on behalf of

by \_\_\_\_\_ in the capacity

of In the presence of

SIGNED ON \_\_\_\_\_ on behalf

of By \_\_\_\_\_ in the

capacity of In the presence of

**FORM NO. 3 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee]**

[Guarantor letter head or SWIFT identifier code] [Guarantor letter head or SWIFT identifier code]

**Beneficiary:** \_\_\_\_\_ [Insert name and Address of Procuring Entity]

**Date:** \_\_\_\_\_ [Insert date of issue]

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_ [Insert guarantee reference

number] **Guarantor:** [Insert name and address of place of issue, unless indicated in the letterhead]

1. We have been informed that \_\_\_\_\_ (hereinafter called "the Applicant") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ (herein after called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum \_\_\_\_\_ () is to be made against an advance payment guarantee.
3. At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ ()<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
  - a) Has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
  - b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number \_\_\_\_\_ at \_\_\_\_\_
5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the day of \_\_\_\_\_, 2<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] / [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

.....  
[Name of Authorized Official, signature(s) and seals/stamps]

**Note: All italicized text (including footnotes) is for use in preparing this form and shall be**

**deleted from the final product.**

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<sup>1</sup>The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Procuring Entity.

<sup>2</sup>Insert the expected expiration date of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Procuring Entity might consider adding the following ext. to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

**FORM NO. 4 BENEFICIAL OWNERSHIP DISCLOSURE FORM**

**(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)**

Tender Reference No.: \_\_\_\_\_ [insert identification no] Name of the Tender Title/Description: \_\_\_\_\_ [insert name of the assignment] to: \_\_\_\_\_ [insert complete name of Procuring Entity]

In response to the requirement in your notification of award dated \_\_\_\_\_ [insert date of notification of award] to furnish additional information on beneficial ownership: \_\_\_\_\_ [select one option as applicable and delete the options that are not applicable]

I) We here by provide the following beneficial ownership information.

**Details of beneficial ownership**

<b>Details of all Beneficial Owners</b>		<b>% of shares a person holds in the company Directly or indirectly</b>	<b>% of voting rights a person holds in the company</b>	<b>Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)</b>	<b>Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)</b>
I .	Full Name	Directly----- ----- % of shares  Indirectly---- ----- % of shares	Directly... .....% of voting rights  Indirectly--- -----% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes ----No---- 2. Is this right held directly or indirectly?:  Direct..... .....	1. Exercise s significant influence or control over the Company body of the Company (tenderer)  Yes ----No-- --  2. Is this influence or control exercised
	National identity card number or Passport number				
	Personal Identification Number (where applicable)				
	Nationality				
	Date of birth				

	<b>Details of all Beneficial Owners</b>		<b>% of shares a person holds in the company Directly or indirectly</b>	<b>% of voting rights a person holds in the company</b>	<b>Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)</b>	<b>Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)</b>
	[dd/mm/yyyy]				Indirect..... .....	directly or indirectly?  Direct..... .....  Indirect..... .....
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					
<b>2</b>	Full Name		Directly----- % of shares  Indirectly----- % of shares	Directly... ..% of voting rights  Indirectly--- ..-% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes ----No---- 2. Is this right held directly or indirectly?:  Direct..... .....	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes ----No----  2. Is this influence or control exercised directly or indirectly?
•	National identity card number or Passport number					
	Personal Identification Number (where applicable)					
	Nationality (ies)					
	Date of birth					

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
	[dd/mm/yyyy ]				Indirect..... .....	Direct..... .....  Indirect..... .....
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					
<b>3</b>						
<b>.</b>						
<b>e.t.</b>						
<b>c</b>						

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

- (a) holds at least ten percent of the issued shares in the company either directly or indirectly;
- (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
- (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or
- (d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

Name of the Tenderer: .....\*[insert complete name of the Tenderer]\_\_\_\_\_

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: \*\* [insert complete name of person duly authorized to sign the Tender]

Designation of the person signing the Tender: ..... [insert complete title of the person signing the Tender]

Signature of the person named above: ..... [insert signature of person whose name and capacity are shown above]

Date this ..... [insert date of signing] day of..... [Insert month], [insert year]

Bidder Official Stamp