

# REPUBLIC OF KENYA



## PARLIAMENT OF KENYA PARLIAMENTARY SERVICE COMMISSION (PSC)

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### TENDER DOCUMENT

TENDER NO. PJS/001/2019-2020

FOR

SUPPLY, DELIVERY, INSTALLATION, TESTING, COMMISSIONING  
AND MAINTENANCE OF AN ONLINE RECRUITMENT SYSTEM

TENDER SUBMISSION DEADLINE:

THURSDAY, 20<sup>TH</sup> FEBRUARY, 2020 AT 11.00AM

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## SECTION I - INVITATION TO TENDER

Date: 28<sup>TH</sup> JANUARY, 2020

To:

**RE: TENDER NO. PJS/001/2019-2020 FOR SUPPLY, DELIVERY, INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE OF AN ONLINE RECRUITMENT SYSTEM**

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The Parliamentary Service Commission invites sealed tenders from eligible tenderers to tender for the supply, delivery, installation, testing, commissioning and maintenance of an online recruitment system to the Parliament of Kenya.

Interested eligible candidates may obtain further information from the **Procurement Office on 2<sup>nd</sup> Floor, Protection House, Nairobi** or email through [procurementpjs@parliament.go.ke](mailto:procurementpjs@parliament.go.ke) or [dg@parliament.go.ke](mailto:dg@parliament.go.ke). A complete set of the RFP document may be downloaded free of charge from the Commission's Website; [www.parliament.go.ke](http://www.parliament.go.ke) or IFMIS Portal; [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke).

There shall be a **mandatory Pre-bid Meeting on Wednesday, 12<sup>th</sup> February, 2020 from 11.00am at the** Boardroom on 2<sup>nd</sup> Floor, Protection House, at the junction of Parliament Road and Haile Selassie Avenue, Nairobi.

Prices quoted should be net inclusive of all taxes and duties applicable, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.

Duly completed tender documents are to be enclosed in plain sealed envelopes, marked with the **tender number, name** and as prescribed and be deposited in the **tender box** provided at the **Reception on 2<sup>nd</sup> Floor, Protection House**, at the junction of Parliament Road and Haile Selassie Avenue, Nairobi or be addressed to:-

**Director General, Parliamentary Joint Services  
Parliamentary Service Commission,  
P. O. Box 41842-00100  
NAIROBI**

so as to be received on or before **Thursday, 20<sup>th</sup> February, 2020 at 11.00am.**

Tender documents will be opened immediately thereafter in the presence of the Candidates who choose to attend or their representatives, on 2<sup>nd</sup> Floor, Protection House at the junction of Parliament Road and Haile Selassie Avenue, Nairobi.

Tenders must be accompanied by a tender Security of **Kshs. 200,000.00** valid for **150 days** from the date of tender opening, in the form of a bank guarantee from a reputable bank or guarantee from an insurance company approved by the Public Procurement Regulatory Authority (PPRA) payable to Parliamentary Service Commission.

Prices quoted should be inclusive of all taxes and delivery costs, and must be in Kenya Shillings and shall remain valid for **120 days** from the closing date of the tender.

**DIRECTOR GENERAL, PARLIAMENTARY JOINT SERVICES,  
PARLIAMENTARY SERVICE COMMISSION.**

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## **SECTION II: INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The Parliamentary Service Commission employees including Members of Parliament and their relatives (spouse and children) are not eligible to participate in the tender.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Parliamentary Service Commission to provide the listed goods and services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of tendering**

- 2.2.1. The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Parliamentary Service Commission, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2. The price to be charged for the tender document shall be Kshs. 1,000.00.
- 2.2.3. The Parliamentary Service Commission shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of tender documents**

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 5 of these instructions to tenders
  - i) Instructions to tenderers
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract
  - iv) Schedule of Requirements
  - v) Description of services to be offered
  - vi) Form of tender
  - vii) Price schedules
  - viii) Contract form
  - ix) Mandatory Confidential Business Questionnaire Form

x) Performance security form

2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## **2.4 Clarification of Documents**

2.4.1. A prospective candidate making inquiries of the tender document may notify the Parliamentary Service Commission in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Parliamentary Service Commission will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the Parliamentary Service Commission. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

2.4.2. The Parliamentary Service Commission shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

## **2.5 Amendment of Documents**

2.5.1. At any time prior to the deadline for submission of tenders, the Parliamentary Service Commission, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Parliamentary Service Commission, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of Tender**

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Parliamentary Service Commission, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 Documents Comprising the Tender**

The tender prepared by the tenderer shall comprise among others the following components:-

- a) A Tender Form and a Price Schedule completed accordingly. Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- b) Tender security as prescribed
- c) Mandatory Confidential Business Questionnaire

## **2.8 Form of Tender**

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

## **2.9 Tender Prices**

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.9.6 Price variation requests shall be processed by the Parliamentary Service Commission within 30 days of receiving the request.

## **2.10 Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to Instructions to Tenderers.

## **2.11 Tenderers Eligibility and Qualifications.**

2.11.1 The tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Parliamentary Service Commission's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12 Tender Security**

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be in the amount of Kshs200,000.00 and as prescribed in the instructions to tenderers.

2.12.3 The tender security is required to protect the Parliamentary Service Commission against the risk of Tenderer's conduct which would warrant the security's forfeiture.

2.12.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee.
- b) Cash.
- c) Such insurance guarantee approved by the PPRA.
- d) Letter of credit

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Parliamentary Service Commission as non-responsive, pursuant to paragraph 2.20.

2.12.6 Unsuccessful tenderer's security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Parliamentary Service Commission.

2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.8 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity



- specified by the procuring entity on the Tender Form; or
- (b) In the case of a successful tenderer, *if* the tenderer fails:
- (i) to sign the contract in accordance with paragraph 30
- or**
- (ii) to furnish performance security in accordance with paragraph 31.
- (c) If the tenderer rejects, correction of an error in the tender.

## **2.13 Validity of Tenders**

2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Parliamentary Service Commission, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Parliamentary Service Commission as nonresponsive.

2.13.2 In exceptional circumstances, the Parliamentary Service Commission may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.14 Format and Signing of Tenders.**

2.14.1 The original Technical and Financial Proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

2.14.2 For each proposal, the bidders shall prepare the original and copy of the document as specified. Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL TECHNICAL BID or ORIGINAL FINANCIAL BID**" as appropriate.

2.14.3 The original Technical Bids shall be placed in a sealed envelope clearly marked "**TECHNICAL BID**". Similarly the original of the Financial Proposal shall be placed in a sealed envelope clearly marked "**FINANCIAL BID**" and warning: "**DO NOT OPEN WITH THE TECHNICAL BIDS**". Both envelopes shall be placed in an outer sealed envelope marked "**BIDS FOR SUPPLY, DELIVERY, INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE OF AN ONLINE RECRUITMENT SYSTEM**". This outer envelope shall bear the

submission address and other information indicated in the Appendix "A" and be clearly marked, **"DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE"**.

## **2.15 Sealing and Marking of Tenders**

2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as 'ORIGINAL TENDER' and 'COPY OF TENDER'. The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelope shall:

(a) be addressed to the Parliamentary Service Commission at the address given in the Invitation to Tender.

(b) bear tender number and name in the invitation to tender and the words, ' DO NOT OPEN BEFORE the date and time of closing indicated in the Appendix of Instructions To Tenderers.

2.15.3 The outer envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.15.4 If the outer envelope is not sealed and marked as required in 2.15.2, Parliamentary Service Commission will assume no responsibility for the tender's misplacement or premature opening.

## **2.15 Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Parliamentary Service Commission at the address specified under paragraph 2.15.2 no later than **Thursday, 20<sup>th</sup> February, 2020 at 11.00am.**

2.16.2 The Parliamentary Service Commission may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the Parliamentary Service Commission and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the Parliamentary Service Commission as provided for in the appendix.

## **2.17 Modification and Withdrawal of Tenders**

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the Parliamentary Service Commission prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 No tender may be withdrawn 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 Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.17.5 The Parliamentary Service Commission may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 The Parliamentary Service Commission shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.18 Opening of Tenders**

2.18.1 The Parliamentary Service Commission will open all tenders in the presence of tenderers' representatives who choose to attend, at **11.00am on Thursday, 20<sup>th</sup> February, 2020** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Parliamentary Service Commission, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The Parliamentary Service Commission will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of Tenders**

2.19.1 To assist in the examination, evaluation and comparison of tenders the Parliamentary Service Commission may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the Parliamentary Service Commission in the Parliamentary Service Commission's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

## **2.20 Preliminary Examination and Responsiveness**

2.20.1 The Parliamentary Service Commission will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Parliamentary Service Commission may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Parliamentary Service Commission will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Parliamentary Service Commission's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Parliamentary Service Commission and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21 Conversion to a Single Currency**

2.21.1 Where other currencies are used, the Parliamentary Service Commission will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

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

2.22.1 The Parliamentary Service Commission will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Parliamentary Service Commission's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

- (a) Operational plan proposed in the tender;
- (b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

(a) **Operational Plan.**

The Parliamentary Service Commission requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the Parliamentary Service Commission's required delivery time will be treated as non-responsive and rejected.

(b) **Deviation in Payment Schedule.**

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Parliamentary Service Commission may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The Tender Evaluation Committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following:-

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

## **2.23. Contacting the Parliamentary Service Commission**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the Parliamentary Service Commission on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the Parliamentary Service Commission in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

## **2.24 Award of Contract**

### **a) Post Qualification**

2.24.1 In the absence of pre-qualification, the Parliamentary Service Commission will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Parliamentary Service Commission deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Parliamentary Service Commission will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### **b) Award Criteria**

2.24.4 Subject to paragraph 2.29 the Parliamentary Service Commission will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.5 The Parliamentary Service Commission 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 the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Parliamentary Service Commission's action. If the Parliamentary Service Commission determines

that none of the tenderers is responsive; the Parliamentary Service Commission shall notify each tenderer who submitted a tender.

2.24.6A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.25 Notification of Award**

2.25.1 Prior to the expiration of the period of tender validity, the Parliamentary Service Commission will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the Parliamentary Service Commission pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Parliamentary Service Commission will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.26 Signing of Contract**

2.26.1 At the same time as the Parliamentary Service Commission notifies the successful tenderer that its tender has been accepted, the Parliamentary Service Commission will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Parliamentary Service Commission.

2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## **2.27 Performance Security**

2.27.1 Within thirty (30) days of the receipt of notification of award from the Parliamentary Service Commission, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Parliamentary Service Commission.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Parliamentary Service Commission may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

2.28.1 The Parliamentary Service Commission requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 The Parliamentary Service Commission will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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



## APPENDIX TO INSTRUCTIONS TO THE TENDERERS

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers:

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: <b>All eligible candidates</b>
2.2.2	Price to be charged for tender documents. <b>Kshs. 0.00</b>
2.10	Particulars of other currencies allowed. <b>None</b>
2.11	<p>Particulars of eligibility and qualifications documents of evidence required.</p> <ul style="list-style-type: none"> <li>• <b>Submission of two (2) sealed envelopes (separate technical and financial bids)</b></li> <li>• <b>Submission of all the documentation and requirements as outlined in the <u>Schedule of Requirements</u> on page 25 and as per the submission format prescribed.</b></li> <li>• <b>Compliance to the evaluation criteria as specified on page 28 of this document</b></li> </ul>
2.12.2	Tender Security of <b>Kshs.200,000.00</b> from a reputable bank or insurance company approved by Public Procurement Regulatory Authority (PPRA) valid for 150 days from the date of tender closing in form a Bank guarantee in the attached prescribed format.
2.16.3	Bulky tenders which will not fit in the tender box shall be delivered and received at the Procurement Office on 2 <sup>nd</sup> floor, Protection House, Nairobi
2.22.1	<p>The bid documents shall be evaluated as per the criteria set out below:</p> <p><b>A. Mandatory Qualifications Requirements</b></p> <p>Prospective Bidders must:-</p> <ol style="list-style-type: none"> <li>1) Submit separate and sealed envelopes of technical and financial bids</li> <li>2) Submit an original and copy of each bid.</li> <li>3) Attach a copy of the Certificate of Registration/Incorporation.</li> <li>4) Attach a copy of a valid Tax Compliance Certificate from KRA</li> <li>5) Attach a bid security of Kshs.200,000.00 valid for 150 days from the date of tender opening and shall be from a Reputable Bank or Insurance Company approved by PPRA.</li> <li>6) Submit fully filled, signed and stamped attached Mandatory Confidential Business Questionnaire</li> <li>7) Presentation of the tender document including all attachments in a logical manner. The document should be serialised and paginated including all attachments.</li> <li>8) Evidence in form of recommendation letters of having successfully supplied and installed a similar system to at least three (3) institutions (attach a duly signed recommendation letter in client's letterhead and each recommendation to be supported by a duly executed LPO/contract from the same institution).</li> <li>9) Declaration that that the firm has not been debarred from participating in public procurement proceedings (Declaration must be commissioned by Commissioner for Oath). Declaration that the firm is not guilty of any violation of fair employment laws and practices (Declaration must be commissioned by Magistrate/Commissioner for Oath/Notary Public).</li> <li>10) Declaration that the firm is not insolvent, in receivership or bankrupt (Declaration must be commissioned by Magistrate/Commissioner for</li> </ol>

Oath/Notary Public).

**NB:** The Bidders who do not meet any of the above requirements will be nonresponsive and shall not proceed to the next stages of evaluation

**B. Technical Evaluation**

No.	Factors Description	Marks
1.	Proof of four (4) years of operations as a systems supplier <ul style="list-style-type: none"> <li>• 0 to 1 year – 3 Marks</li> <li>• Above 1 year but less than 2 years - 7 Marks</li> <li>• Above 2 years but less than 4 years – 12 Marks</li> <li>• 4 years and above – 15 Marks</li> </ul>	<b>15</b>
2.	List of four (4) major clients to which a similar system was supplied - Must include value of business in Kshs., contact person working telephone no and email address for verifying information provided.	<b>20</b>
3.	List of technical Implementing personnel qualifications (Attach copies of CVs and testimonials <ul style="list-style-type: none"> <li>a) Team leader MUST have ICT related Bachelor Degree from recognized institution</li> <li>b) One Technical person with a diploma related to systems.</li> <li>c) One Technical person with a diploma related to databases.</li> <li>d) One (1) persons certified by a professional body in information systems management or database management</li> </ul>	<b>5</b> <b>5</b> <b>5</b> <b>5</b>
4.	Proposed Work plan and Methodology, and Recommendations on: <ul style="list-style-type: none"> <li>i. Write content of methodology highlighting the online recruitment process</li> <li>ii. Provide work plan in place and in line with methodology proposed.</li> <li>iii. Written outlay of Supervision of installation of the online recruitment System</li> </ul>	<b>5</b> <b>5</b> <b>5</b>
5.	Provision of modules as provided in the Technical Requirements	<b>10</b>
6.	Provision of the Security to the System including database environment	<b>10</b>
7.	Provision of Non- Functional Requirements as per the tender document including provision of a server	<b>10</b>
8.	Total	<b>100%</b>

**NOTE:** Pass mark is **80%** to proceed to next stage

**C. Financial Evaluation**

Financial proposals of firms that score 80% in the technical evaluation shall be opened and their form tender and price schedule shall be evaluated for conformity and responsiveness to the Commissions requirements of having been fully completed, signed, stamped, arithmetical errors etc.

2.24	Particulars of post – qualification if applicable. <b>N/A</b>
2.27	Particulars of performance security if applicable. Performance security of 5% of the tender sum: to be provided from a reputable bank registered in Kenya
Clarification	<p>For any clarification on this tender, please write to:</p> <p style="text-align: center;"><b>Director General, Parliamentary Joint Services Parliamentary Service Commission P. O. Box 41842 00100 NAIROBI</b></p> <p>At least seven (7) days before the tender closing date</p>

## **SECTION III - GENERAL CONDITIONS OF CONTRACT**

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# GENERAL CONDITIONS OF CONTRACT

## 3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) "The contract" means the agreement entered into between the Parliamentary Service Commission and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) "The services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Parliamentary Service Commission under the Contract.
- d) "The Parliamentary Service Commission" means the organization sourcing for the services under this Contract.
- e) "The contractor" means the individual or firm providing the services under this Contract.
- f) "GCC" means general conditions of contract contained in this section
- g) "SCC" means the special conditions of contract
- h) "Day" means calendar day

## 3.2 Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

## 3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

## 3.4 Patent Right's

The tenderer shall indemnify the Parliamentary Service Commission against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

## 3.5 Performance Security

- 3.5.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Parliamentary Service Commission the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.5.2 The proceeds of the performance security shall be payable to the Parliamentary Service Commission as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Parliamentary Service Commission and shall be in the form of:

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

3.5.4 The performance security will be discharged by the Parliamentary Service Commission and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

### **3.6 Inspections and Tests**

3.6.1 The Parliamentary Service Commission or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Parliamentary Service Commission shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Parliamentary Service Commission.

3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Parliamentary Service Commission may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Parliamentary Service Commission.

3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.7 Payment**

3.7.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC.

### **3.8 Prices**

3.8.1 Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the

Parliamentary Service Commission's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### **3.9 Assignment**

3.9.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the Parliamentary Service Commission's prior written consent.

### **3.10 Termination for Default**

3.10.1 The Parliamentary Service Commission may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Parliamentary Service Commission.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Parliamentary Service Commission has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.10.2 In the event the Parliamentary Service Commission terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Parliamentary Service Commission for any excess costs for such similar services.

### **3.11 Termination of Insolvency**

The Parliamentary Service Commission may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the Parliamentary Service Commission.

### **3.12 Termination for Convenience**

3.12.1 The Parliamentary Service Commission by written notice sent to the contractor may terminate the contract in whole or in part, at any time for

its convenience. The notice of termination shall specify that the termination is for the Parliamentary Service Commission convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.12.2 For the remaining part of the contract after termination the Parliamentary Service Commission may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.13 Resolution of Disputes**

3.13.1 The Parliamentary Service Commission's and the contractor 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.

3.13.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.14 Governing Language**

3.14.1 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.

### **3.15 Force Majeure**

3.15.1 The contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### **3.16 Applicable Law.**

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

### **3.17 Notices**

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.5	Performance security of 5% of the tender sum: to be provided from a reputable bank registered in Kenya
3.7	Specify method Payments. Payments shall be made within forty five (45) days of receipt of invoice and certification of performance of contractual obligations by the tenderer. There shall be no payment of interest for delayed payments.
3.7	All payments shall be in Kenya Shillings and there shall be no advance payment.
3.8	Specify price adjustments allowed. <b>None</b>
3.13	Specify resolution of disputes. <b>Disputes to be settled as per the Arbitration Laws of Kenya</b>
3.13.1	Any dispute arising out of the Contract that cannot be amicably resolved between the parties shall be referred by either party to the arbitration and a final decision by a panel of a person to be agreed between the parties. Failing agreement on the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairperson of the Chartered Institute of Arbitrators-Kenya branch on the request of the applying party. The seat of arbitration shall be in Kenya.
3.13.2	Delete "thirty (30) days" Replace with "Sixty (60) days"
3.16	Specify applicable law. <b>Laws of Kenya</b>
3.17	Indicate addresses of both parties. <b>Client:</b> <b>Director General, Parliamentary Joint Service</b> <b>Parliamentary Service Commission</b> <b>P. O. Box 41842 00100</b> <b>NAIROBI</b>
Other's as necessary	Complete as necessary



## **SECTION V -DESCRIPTION OF SERVICES**

### **5.0 Introduction**

Parliamentary Service Commission (PSC) intends to implement an Online Recruitment System (ORS) through which jobseekers can register online on the Website of the PSC, view the organization's job requirements and apply for the suitable vacancy/job. This system will play an important role in streamlining the recruitment process. Currently recruitment is done manually and it is a time consuming, expensive exercise.

With the proposed ORS it will be possible to manage the entire lifecycle of recruitment from a centralized point and in a transparent manner. On successful recruitment of the candidates, their details will be pushed into the existing Smart Human Resource Management System (HRMS) to onboard the candidate/employee. This will be achieved by integrating the two systems.

### **5.1 Project Summary:**

The proposed Online Recruitment System primarily aims to facilitate the HR department of PSC with an optimized and systematic employee recruitment process. Job seekers will be able to view advertised jobs on the PSC website and make their applications with a few clicks.

It will include the following main modules: -

- Front-end job application module through which applicants will create their profiles and apply for advertised vacancies.
- Back-end recruitment module that will assist the HR officers to shortlist and communicate with potential candidates.

### **5.2 System requirements**

The proposed Online Recruitment System should have the following modules:

The proposed Online Recruitment System should have the following modules:

1. **Vacancy Creation and Posting:** The system should provide functionality for creating and posting job vacancies to the PSC website. The HR officer should be able to create the job with all the requisite parameters such as grade, hierarchy, expertise, experience, gender preference, internal employee or external candidate etc. Once the vacancy has been created and submitted, it should be visible to the public. The system should display a countdown timer for each job vacancy on the website.
2. **User Registration:** This module will enable users of the system to be created. The module should distinguish between admins and job applicants. The potential job applicants will be required to register themselves by providing the following details: **National ID Number or Passport Number, Email address** and **Mobile Phone Number**. The system will use Two-Factor Authentication to verify the job applicant during registration and future login attempts. The module should provide for a “forgot password option” scenario.
3. **Job Application Module:** A registered user should be able to view all active vacancies and apply for their preferred position. A first-time user will create a profile with the mandatory information; bio data, education background, work experience; that will be saved to avoid repetition during future applications. The system should provide a field for certificate numbers as opposed to requesting for uploads of the certificates. The user should be able to edit their information and save progress at any step before final application to fill in the online application form and upload all the mandatory credentials into the system. On submission of the application form, the user should receive a confirmation e-mail with a summary of their application and a tracking number. Before submitting the job application, the applicants should accept defined Terms and Conditions.

4. **Evaluation Module:** Using various mandatory selection parameters the system should shortlist candidates who meet the minimum requirements that can be exported in different formats such as csv or pdf.
5. **Aptitude Testing Module:** Shortlisted applicants will be invited through an e-mail/SMS notification to take an online aptitude test. The applicants should receive a One-Time Password that expires after a set duration. The testing module should be part of the ORS and not a third-party application. HR Officers should be able to prepare questions on this module prior to the actual testing period. The testing module should generate test results once the user submits the last answer.
6. **Interview Module:** The system will send out e-mail/SMS invitations to short-listed candidates with details of the oral interviews. The system should provide a section for capturing interview remarks for each candidate that will be interviewed. The cumulative scoring would result into either "Selection" or "Rejection" of the candidate. Short listed candidates will receive an email communicating whether they have been successful or not.
7. **Due Diligence Process:** The HR department would consult with the respective authority to complete the due diligence on the mandatory documentation provided by the candidates. On positive due diligence, the candidate would be offered an "Employment Advice/Contract" to join in the service. Any falsified information would lead to disqualification of the candidate as well as the candidate would be put under "Blacklisted Candidates" and barred from making future applications. In case, a candidate is blacklisted, then the next candidate in the merit list gets through the process of appointment advice and due diligence.
8. **Integration with Smart HRMS:** The data of all the candidates who are successfully recruited by the Online Recruitment System would be

interfaced with the back-office HR System. The normal HR related activities would be carried on in the HR system.

9. **Reporting Module:** The system should generate reports based on different search criteria such as but not limited to:-

- Total job applicants per vacancy
- Short listed applicants per vacancy
- Number of applications as per county, gender, date of birth, work experience etc.

10. **Notifications:** The system will send out email/SMS alerts to notify users but not limited to when:

- The user has successfully registered.
- A login attempt is made.
- A job application is submitted through their profile.
- The user has been invited for an aptitude test or oral interview.
- The user has been recruited or rejected after each recruitment step.

### 5.3 Functional requirements of the Online Recruitment system

1. User Registration & Login (14 Marks)					Marks
No.	Task	Task Output	Notification	Notes	
1.	Registration of new applicant using: <ul style="list-style-type: none"> <li>• National ID/Passport No.</li> <li>• Phone Number</li> <li>• E-mail Address</li> </ul>	Registered user Two-step authentication	The system should send an e-mail/SMS to the registered user on successful registration.	Use two-step authentication to verify the applicant before registration is successful.	<b>5</b>
2.	Login of existing user	Login to the system	None	Use two-step authentication verify the applicant before login is successful.	<b>3</b>
3.	Forgot Password	Reset password	The system should send an e-mail/SMS to the registered user on successful reset.	Use two-step authentication verify the applicant before reset is successful.	<b>3</b>
4.	Deactivate account	Deactivated account	The system should send an e-mail/SMS to the registered user on successful deactivation.		<b>3</b>

<b>2. Vacancy Creation, Posting &amp; Management (14 Marks)</b>					<b>Marks</b>
<b>No.</b>	<b>Task</b>	<b>Task Output</b>	<b>Notification</b>	<b>Notes</b>	
1.	Create a vacancy on the system	Approved vacancy	None	This module should be viewed by the system administrators/ HR officers. The HR officer can create the vacancy and save without posting.	<b>5</b>
2.	Post approved vacancy	Posted vacancy	The system should send an e-mail to the HR officer who posted the vacancy	The posted vacancy should be listed under Vacancies on www.parliament.go.ke	<b>5</b>
3.	Unpublish posted vacancy	Unpublished vacancy	None	The HR officer can unpublish a vacancy from the website even before the deadline.	<b>4</b>

<b>3. Job Application (14 Marks)</b>					<b>Marks</b>
<b>No.</b>	<b>Task</b>	<b>Task Output</b>	<b>Notification</b>	<b>Notes</b>	
1.	View job vacancies	Published job vacancies	None	The applicant should view all active job vacancies and the requirements for each vacancy	<b>3</b>

2.	Create profile	Application profile	None	The applicant should be able to fill out the required fields to create a profile that will be saved.	<b>4</b>
3.	Edit profile	Updated profile	None	The applicant should be able to edit any section of the saved application profile.	<b>4</b>
4.	Apply for vacancy	Job application submission	The system should send an e-mail/SMS with summary of the job application and unique tracking number for each submission.	Each submission will be treated as unique.	<b>3</b>

<b>4. Evaluation (16 Marks)</b>					<b>Marks</b>
<b>No.</b>	<b>Task</b>	<b>Task Output</b>	<b>Notification</b>	<b>Notes</b>	
1.	Longlist of all applicants for each vacancy	Longlisted applicants	None	The system should generate a longlist of all applicants	<b>8</b>
2.	Shortlist of all applicants for each vacancy	Shortlisted candidates	None	The system should generate a shortlist	<b>8</b>

				of applicants based on the minimum requirements for each vacancy.	
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<b>5. Aptitude Testing (14 Marks)</b>					<b>Marks</b>
<b>No.</b>	<b>Task</b>	<b>Task Output</b>	<b>Notification</b>	<b>Notes</b>	
1.	Set the exam questions and choices	Exam questions	None	The system should generate the prepared exam.	<b>5</b>
2.	Invite shortlisted candidates to the aptitude test	Email/SMS alert and OTP	The system should send an e-mail/SMS containing a OTP to the shortlisted candidates.	The OTP should expire after a set duration ending the aptitude test session automatically.	<b>4</b>
3.	The invited applicants to take the aptitude test	Exam results	None	The exam results should be visible at the end of the session for each candidate.	<b>5</b>

<b>6. Interviews (14 Marks)</b>					<b>Marks</b>
<b>No.</b>	<b>Task</b>	<b>Task Output</b>	<b>Notification</b>	<b>Notes</b>	
1.	Invite shortlisted candidates to the oral interview	Email/SMS invitation	The system should send an e-mail/SMS invitation to the shortlisted candidates.		<b>2</b>
2.	Submit oral interview	Oral interview	None	The HR officer will	<b>3</b>



	results for each candidate	results		input the interview results of each candidate that was interviewed.	
3.	Final shortlist of the interviewed candidates	Shortlist report	None	The HR officers will select the successful candidates based on the decision of the PSC.	<b>2</b>
4.	Notify the final shortlisted candidates	Email/SMS confirmation	The system should send an e-mail/SMS invitation to the successful candidates.		<b>2</b>
5.	Integration with the existing human resource management system.	Updated Human Resource Database	None	The system should integrate with the existing HRMS to include details of the newly appointed candidates.	<b>5</b>

<b>7. Reports &amp; Notifications (14 Marks)</b>				<b>Marks</b>
<b>No.</b>	<b>Task</b>	<b>Task Output</b>	<b>Notes</b>	
1.	Generate report to PDF or CSV	Report	The system should have a variety of criteria that can be used to sort the applicants' information and generate reports of the results.	<b>14</b>

**NOTE: Pass mark is 90% to proceed to the next stage.**

## 5.4. Non-Functional Requirements of the Recruitment Online System

1. The application should be secure for every kind of its users, and facility of session management
2. The database used should be secure and robust, reliable & fast.
3. This application should be web-based and accessed from any type of platform e.g. Windows, Android, IOS etc.
4. There should be case of redundancy in the database so it will not take extra memory space.

## 5.5 Requirements Analysis for Online Recruitment System

### 5.5.1 Proposed system package inclusions

The proposed system package shall include:

No.	Item	Costing
1.	System software license	One off
2.	Database license	One off
3.	Biannual support, -maintenance and updates for system software and system hardware	2 years
4.	System user training	One off
5.	System technical support training	One off

### 5.5.2 Server Technical Specifications

No	Features	Features Guidelines	Marks
1.	Processor manufacturer	Intel	2
2.	Processor type	Xeon	2
3.	Processor module	2 <sup>nd</sup> gen Scalable processor up to 28 cores processor	4
4.	Processor speed	3.5 GHz or superior	10
5.	Processor sockets	2	4
6.	Storage	2TB on RAID 5 configured high speed drives	10
7.	Dimensions	Form factor: Rack (2U) •Height: 86.8mm (3.4") •Width: 434.0mm (17.08") •Depth: 737.5mm	2

		(29.03") • Weight: 28.6kg (63lb)	
8.	Chipset	Intel C620 series chipset	4
9.	Memory	24 DDR4 DIMM slots, 512 GB or more	5
10.	I/O slots	Front ports: 1 x Dedicated iDRAC Direct Micro-USB, 2 x USB 2.0, 1 x USB 3.0 (optional), 1 x VGA Rear ports: 1 x Dedicated iDRAC network port, 1 x Serial, 2 x USB 3.0, 1 x VGA Video card: 2 x VGA Riser options with up to 8 PCIe Gen 3 slots, maximum of 4 x 16 slots	4
11.	RAID controllers	Internal controllers: PERC H330, H730P, H740P, Software RAID (SWRAID) S140 Boot Optimized Storage Subsystem: HWRAID 2 x M.2 SSDs 240GB, 480GB External PERC (RAID): H840 12Gbps SAS HBAs (non-RAID): External- 12Gbps SAS HBA (non-RAID), Internal- HBA330 (non-RAID)	10
12.	Drive bays	Front drive bays: Up to 16 x 2.5" SAS/SATA (HDD/SSD) max 122.88TB or up to 8 x 3.5" SAS/SATA HDD max 112TB Optional DVD-ROM, DVD+RW	4
13.	Internal storage options	16 x 2.5" – up to 29TB via 1.8TB hot-plug SAS hard drives	4
14.	Network Connectivity	Network daughter card options 4 x 1GbE or 2 x 10GbE + 2 x 1GbE or 4 x 10GbE or 2 x 25GbE Riser options with up to 8 PCIe Gen 3 slots, maximum of 4 x 16 slots	4
15.	Power supply	Titanium 750W, Platinum 495W, 750W, 750W 240VDC,* 1100W, 1100W 380VDC*1600W, 2000W and 2400W, Gold 1100W -48VDC	5
16.	Recovery options	ECC memory, hot-plug hard drives, hot-plug redundant cooling, hot-plug redundant power, internal dual SD module, single device data correction (SDDC), spare rank, tool-less chassis, support for high availability clustering and virtualization, proactive systems management alerts, iDRAC8 with Lifecycle Controller	4
17.	Rack support	Ready Rails II sliding rails for tool-less mounting in 4-post racks with square or unthreaded round holes or tooled mounting in 4-post threaded	2

		hole racks, with support for optional tool-less cable management arm.	
18.	Operating system	Quote system operating system and system software	4
19.	Network	4x Gigabit Ports	4
20.	Configurations and support	Server basic deployment configurations, installations and warranty on parts.	4
21.	Power	Redundant supply Hot plug power supplies with full redundancy option	4
22.	Fan	Redundant fans Hot plugs fans with full redundancy	4
<b>TOTAL</b>			

**NOTE Pass mark is 90% to proceed to next stage**

## SECTION VI - STANDARD FORMS

### Notes on the standard Forms

- 1. Form of Tender** -The form of Tender must be completed by the tenderer and submitted with the tender documents and enclosed in the financial envelope. It must also be duly signed by duly authorized representatives of the tenderer.
  - 2. Price Schedule Form**-The price schedule form must similarly be completed and submitted with the tender and enclosed in the financial submission envelope. It must also be duly signed by duly authorized representatives of the tenderer.
  - 3. Tender security form-** -The tender declaration form must similarly be completed as prescribed and enclosed in the Technical submission envelope. It must also be duly signed by duly authorized representatives of the tenderer.
  - 4. Mandatory Confidential Business Questionnaire Form** - This form must be completed as prescribed by the tenderer and submitted with the tender documents and enclosed in the technical submission envelope.
  - 5. Contract Form** -The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
  - 6. Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the Parliamentary Service Commission.
- 7. Attachments**
- Appendix A: Sample letter of offer
  - Appendix B: Certificate of tenderer's site visit

# 1. FORM OF TENDER (TO BE SUBMITTED IN THE FINANCIAL ENVELOPE)

Date \_\_\_\_\_

Tender No. \_\_\_\_\_

To.....

.....  
[Name and address of Parliamentary Service Commission]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. \_\_\_\_\_ *[insert numbers,* the of which is hereby duly acknowledged, we the undersigned, offer to **supply, delivery, installation, testing, commissioning and maintenance of an online recruitment system** in conformity with the said tender documents for the sum of.  
Kshs..... *[total tender amount in words and figures]*

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements and details of service.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Parliamentary Service Commission).
4. We agree to abide by this Tender for a period of *[.....number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019  
*[signature]* *[In the capacity of]*

Duly authorized to sign tender for and on behalf  
of \_\_\_\_\_

## 2. PRICE SCHEDULE

No.	Item Description	Total Price
1.	System software license	
2.	Database license	
3.	Server	
4.	Biannual maintenance and updates for system software and system hardware	
5.	System user training	
6.	System technical support training	
	<b>Grand Total</b>	

**Please Note:-**

- This form should be submitted together with the Form of Tender and in a financial envelope separate from the one bearing the technical details such as qualification and eligibility requirements.

Signature and Stamp of tenderer \_\_\_\_\_

### 3. TENDER SECURITY FORM

Whereas (name of bidder) hereinafter called <the tenderer> has submitted its bid dated (date of submission of bid) for the provision of insurance services (hereinafter called <the tender>.

KNOW ALL PEOPLE by these presents that WE (*name of bank*) of (*name of country*), having our registered office at (Name of Commission) (hereinafter called <the procuring entity> in the sum of (state the amount) for which payment will and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by the Form: or
2. The tender, having been notified of the acceptance of its tender by the Parliamentary Service Commission during the period of tender validity.
  - (a) Fails or refuses to execute the Contract Form, if required; or
  - (b) Fails or refuses to furnish the Performance security, in accordance with the Instructions to tenders.

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

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

(Authorized Signatories and official stamp of the Bank)



# MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

**(Must be filled by all applicants or Tenderers' who choose to participate in this tender and enclosed in the technical proposal submission envelope)**

<b>Name of Applicant (S)</b> .....
---------------------------------------

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

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

## **Part 1 – General**

Business Name:.....Certificate of Incorporation / Registration No. ....Location of business premises:

Country .....Physical address .....

Town .....Building.....

Floor.....Plot No. ....

Street / Road .....Postal Address .....

Postal / Country Code.....Telephone No's.....

Fax No's. ....E-mail address .....

Website .....

Contact Person (*Full Names*) .....Direct / Mobile No's.....

Title ..... Power of Attorney (**Yes / No**)

If **Yes**, attach written document.

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

.....

<b>(Applicable to Local suppliers only)</b>
---

Local Authority Trading License No. .... Expiry Date .....
--

Value Added Tax No.....
-------------------------

Value of the largest single assignment you have undertaken to date (**US\$/Kshs.**)

.....

Was this successfully undertaken? **Yes / No**. ....(If **Yes**, attach reference)

Name (s) of your banker s).....

Branches ..... Tel No's. ....

**Part 2 (a) – Sole Proprietor**

Full names

.....  
Nationality..... Country of Origin.....  
Company Profile .....

**Part 2 (b) – Partnerships**

Give details of partners as follows:

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....

Company Profile .....(.....)

**Part 2 (c) – Registered Company**

Private or public .....

Company Profile .....(Attach brochures or annual reports in case of public companies)

State the nominal and issued capital of the Company

Nominal KShs .....

Issued KShs .....

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

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1.....	.....	.....	.....
2.....	.....	.....	.....
3.....	.....	.....	.....
4.....	.....	.....	.....

**Part 2 (d) – Debarment**

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

Full Names .....

Signature.....

Dated this .....day of .....2020.

In the capacity of .....

Duly authorized to sign Tender for and on behalf of .....

**Part 2 (e) – Criminal Offence**

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

- a) .....
- b) .....
- c) .....

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

Signed .....

For and on behalf of.....

In the capacity of .....

Dated this .....day of .....2020

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

**Part 2 (f) – Conflict of Interest**

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

- a) .....
- b) .....
- c) .....
- d) .....

For and on behalf of M/s .....

In the capacity of .....

Dated this .....day of .....2020

Suppliers' / Company's Official Rubber Stamp

.....

**Part 2 (g) – Interest in the Firm:**

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

.....

.....  
**(Title)**

.....  
**(Signature)**

.....  
**(Date)**

**Part 2(h) – Experience**

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

<b><u>Company Name</u></b>	<b><u>Country</u></b>	<b><u>Contract/ Order No.</u></b>	<b><u>Value</u></b>
1.....	.....	.....	.....
2.....	.....	.....	.....
3.....	.....	.....	.....
4.....	.....	.....	.....
5.....	.....	.....	.....
Contact person (Full Names).....			
E-mail address.....			
Cellphone no .....			

**Part 2(i) – Declaration**

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

Full names.....

Signature.....

For and on behalf of M/s .....

In the capacity of .....

Dated this .....day of .....2020.

Suppliers' / Company's Official Rubber Stamp

.....

## 4. CONTRACT FORM

THIS AGREEMENT made the \_\_\_day of \_\_\_\_20\_\_\_between.....[name of procurement entity] of .....[country of Procurement entity](hereinafter called "the Parliamentary Service Commission") of the one part and .....[name of tenderer] of .....[city and country of tenderer](hereinafter called "the tenderer") of the other part.

WHEREAS the Parliamentary Service Commission invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the spares in the sum of .....[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) The Tender Form and the Price Schedule submitted by the tenderer;
- (b) The Schedule of Requirements;
- (c) Description of the services to be performed
- (d) The Technical Specifications;
- (e) The General Conditions of Contract;
- (f) The Special Conditions of Contract; and
- (g) The Parliamentary Service Commission's Notification of award.

3. In consideration of the payments to be made by the Parliamentary Service Commission to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Parliamentary Service Commission to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Parliamentary Service Commission hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Parliamentary Service Commission)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)  
in the presence of \_\_\_\_\_.

## 5. PERFORMANCE SECURITY FORM

To: .....  
[name of the Procuring Entity]

WHEREAS.....[name of tenderer]  
(hereinafter called "the tenderer") has undertaken, in pursuance of Contract  
No. \_\_\_\_\_ [reference number of the contract] dated  
\_\_\_\_\_20\_\_\_\_to

supply.....

[Description services] (Hereinafter called "the contract")

AND WHEREAS it has been stipulated by you in the said Contract that the  
tenderer shall furnish you with a bank guarantee by a reputable bank for the  
sum specified therein as security for compliance with the Tenderer's  
performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on  
behalf of the tenderer, up to a total of  
.....

*[amount of the guarantee in words and figures],*

and we undertake to pay you, upon your first written demand declaring the  
tenderer to be in default under the Contract and without cavil or argument, any  
sum or sums within the limits of .....

*[amount of guarantee]* as aforesaid, without your needing to prove or to show  
grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_ day of 20

\_\_\_\_\_  
Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

*(Amend accordingly if provided by Insurance Company)*

## **APPENDIX A: SAMPLE LETTER OF NOTIFICATION OF AWARD**

M/S  
P. O. Box  
Nairobi

Dear Sir/Madam,

**RE: TENDER NO. PJS/001/2019-2020 FOR SUPPLY, DELIVERY, INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE OF AN ONLINE RECRUITMENT SYSTEM**

Your Bid dated ..... amounting to Kenya Shillings ..... only for provision of Garbage Collection Services as per the schedule of requirements is hereby accepted.

The Contract Documents are in the course of preparation and you will be called to sign them after (7No.) days have elapsed from the date of this letter and upon submission of an acceptable performance security of 1% of the contract sum.

The duration of this contract will be for twelve (12) months from the date of commencement which may be renewed for a further one (1) year subject to satisfactory performance and the payment will be as per the Contract.

The .....is hereby appointed Contract Manager in connection with your contract for the provision of the above services.

Please acknowledge your acceptance of the offer within seven (7) days from the date of this letter and communicate with the Contract Manager immediately and thereafter on all matters relating to the contract.

Yours faithfully,

**CLERK OF THE SENATE/SECRETARY,  
PARLIAMENTARY SERVICE COMMISSION**

**APPENDIX B- CERTIFICATE OF MANDATORY TENDERER'S VISIT  
SITE VISIT**

This is to certify that, .....  
(Name of Tenderer or his representative) of the firm of,  
..... (Name of Firm  
Tendering)

In the company of,  
.....  
(Name of Clients representative conducting the visit)

Visited the site in connection with Tender for

**TENDER NO. PJS/001/2019-2020 FOR SUPPLY, DELIVERY, INSTALLATION, TESTING,  
COMMISSIONING AND MAINTENANCE OF AN ONLINE RECRUITMENT SYSTEM**

Having previously studied the Contract documents, I carefully examined the site.

1. I have made myself familiar with all the local conditions likely to influence the works and cost thereof.
2. I further certify that I am satisfied with the description of the work and the explanations given by the Client's representative and that I understand perfectly the work to be done as specified and implied in the execution of the contract.

Signed.....  
(Tenderer or his representative)

Witnessed.....  
(Signature of Client's representative)

Date.....

**NB:**

- a. The Commission shall not be held liable for supplier's failure to verify the details of services to be provided with respect to their final tender sum.

.....**End** .....