

REPUBLIC OF KENYA



**PARLIAMENT OF KENYA
PARLIAMENTARY SERVICE COMMISSION (PSC)**

PARLIAMENT BUILDINGS, PARLIAMENT ROAD

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REQUEST FOR PROPOSAL (RFP) DOCUMENT

RFP NO. PJS/RFP/002/2020-2021

FOR

**PROVISION OF CONSULTANCY SERVICES FOR PREPARATION OF
DIGITAL TRANSFORMATION STRATEGY FOR THE PARLIAMENTARY
SERVICE COMMISSION.**

PROPOSAL SUBMISSION DEADLINE:

THURSDAY, 10TH DECEMBER, 2020 AT 11.00AM

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INTRODUCTION

1. This Standard Request for Proposals (SRFP) has been prepared for use by public entities in Kenya in the procurement of consultancy services and selection of consultants.
2. The SRFP includes Standard form of Contract for Large Assignments and small assignment which are for lump sum or time based payments.
3. A separate SRFP has been provided for selection of individual professional consultants.
4. The General Conditions of Contract should not be modified and instead the Special Conditions of Contract should be used to reflect the unique circumstances of the particular assignment. Similarly the information to consultants should only be clarified or amended through the Appendix to information to Consultants.
5. This SRFP document shall be used where a shortlist of consultancy firms already exists or has been obtained through a shortlist after an advertisement of Expression of Interest for Consultancy required.

SECTION I - LETTER OF INVITATION

Date 17th November, 2020

Firm's Name M/s
Address.....
.....

Dear Sir/Madam,

RE: PROVISION OF CONSULTANCY SERVICES FOR PREPARATION OF DIGITAL TRANSFORMATION STRATEGY FOR THE PARLIAMENTARY SERVICE COMMISSION

- 1.1 The Parliamentary Service Commission invites proposals from eligible candidates for the Provision of Consultancy Services for Preparation of Digital Transformation Strategy for the Parliamentary Service Commission.
- 1.2 The request for proposals (RFP) includes the following documents:
 - Section I - Letter of invitation
 - Section II - Information to consultants
Appendix to Consultants information
 - Section III - Terms of Reference
 - Section IV - Technical proposals
 - Section V - Financial proposal
 - Section VI - Standard Contract Form
- 1.2 Interested eligible candidates may obtain further information from the **Procurement Office on 4th Floor, Protection House, Nairobi** or email through procurementpjs@parliament.go.ke or 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** or IFMIS Portal; www.supplier.treasury.go.ke.
- 1.3 There shall be a **pre-proposal conference** on **Monday, 30th November, 2020, 11.00 am** in the **2nd Floor Boardroom, Protection House**, along Parliament Road, Nairobi.
- 1.4 The Consultant will be selected under Quality and Cost-Based Selection (QCBS) and procedures described in the RFP, in accordance with the Public Procurement and Asset Disposal Act, 2015 and Regulations.

- 1.5 Duly completed and serialized proposal documents (original and copy) are to be enclosed in plain sealed envelopes, marked with the **RFP number, name** and as prescribed under the Request for Proposal document and be dropped in the Tender Box at the **Reception on 2nd Floor, Protection House, Nairobi** or be addressed to:

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

so as to be received on or before **Thursday, 10th December, 2020 at 11.00 a.m.**

- 1.6 Proposals must be accompanied by a tender Security of **Kshs. 300,000.00** valid for **150 days** from the date of proposal opening, in form of a guarantee from an insurance company approved by the Public Procurement Regulatory Authority (PPRA) or bank guarantee from a reputable bank recognized by the Central Bank of Kenya payable to the Parliamentary Service Commission.
- 1.7 Proposals will be opened immediately thereafter in the presence of the Candidates who choose to attend or their appointed representatives, at **Protection House, 2nd floor boardroom, Nairobi.**
- 1.8 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/ACCOUNTING OFFICER, PARLIAMENTARY JOINT SERVICES
PARLIAMENTARY SERVICE COMMISSION.**

SECTION II – INFORMATION TO CONSULTANTS (ITC)

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SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Client named the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall not exceed Kshs. 5,000/=

2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.

- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

- 2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.
- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix “A” specifies otherwise.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal Submission Form.
- 2.4.5 The Proposal must remain valid for 60 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

- 2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorised to sign the proposals.
- 2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked “**ORIGINAL**” or “**COPY**” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

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

2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITC”. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.6 Proposal Evaluation General

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix “ITC”. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant’s proposal.

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

2.7 Evaluation of Technical Proposal

2.7.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows

	Points
(i) Specific experience of the consultant related to the assignment	(5-10)
(ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference	(20-40)
(iii) Qualifications and competence of the key staff for the assignment	(30-40)
(iv) Suitability to the transfer of Technology Programme (Training)	<u>(0-10)</u>

Total Points **100**

Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix "ITC".

2.8 Public Opening and Evaluation of Financial Proposal

- 2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.
- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. Whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows: -
$$Sf = 100 \times \frac{FM}{F}$$
 where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (*St*) and

financial (*Sf*) scores using the weights (*T*=the weight given to the Technical Proposal; *P* = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Appendix. The combined technical and financial score, *S*, is calculated as follows: - $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

- 2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.
- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that

key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

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

2.10 Award of Contract

2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.

2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".

2.10.3 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.

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

2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.10.6 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.

2.11 Confidentiality

2.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process,

until the winning firm has been notified that it has been awarded the Contract.

2.12 Corrupt or fraudulent practices

- 2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to information to consultants

Note on the Appendix to Information to Consultants

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

Appendix to Information to Consultants

The following information for procurement of consultancy services and selection of consultants shall complement or amend the provisions of the information to consultants, wherever there is a conflict between the provisions of the information and to consultants and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to consultants.

Clause Reference

2.1 The name of the Client is: **Parliamentary Service Commission (PSC)**

2.1.1 The method of selection is **Quality and Cost Based Selection Criteria**

2.1.2 Technical and Financial Proposals are requested: **Yes**

The name, objectives, and description of the assignment are:

Provision of Consultancy Services for Preparation of Digital Transformation Strategy for the Parliamentary Service Commission

2.1.3 A pre-proposal conference will be held: **Yes. On Monday, 30th November, 2020 at 11.00 am in the 2nd Floor Boardroom, Protection House, along Parliament Road, Nairobi.**

The name(s), address(es) and telephone numbers of the Client's official(s) are:

Director General, Parliamentary Joint Services

Parliamentary Service Commission,

P. O. Box 41842 – 00100, Nairobi, Kenya

Email address: dg@parliament.go.ke

2.1.4 The Client will provide the following inputs:

- ❖ Unobstructed access of all sites and locations involved in carrying out the services
- ❖ Providing, to the consultant, any assistance that may be required during the course of execution of the contract.
- ❖ Nominating a liaison officer who will maintain regular contact with the consultants on matters regarding this consultancy.
- ❖ Any other input as may be agreed during the Negotiation Meeting and in writing.

2.1.5 (ii) The estimated number of professional staff months required for the assignment is; **Nine (9) Months**

(iv) The minimum required experience of proposed professional staff is: **As specified in the evaluation criteria**

2.1.7 N/A

2.2.1 Consultants may request a clarification of any of the requirements of the RFP documents only up to seven [7] days before the proposal submission date.

2.5.2 Consultants must submit an **original** and **one** additional copy of each proposal and a soft copy of the technical proposal in a CD or Flash disc.

2.5.3 Information on the outer envelope should also include **Name and address of the Firm and the Request for Proposal Number**

2.5.4 The proposal submission address is: **Protection House 2nd Floor, Nairobi**

2.5.4 Proposals must be submitted no later than the following date and time: **Thursday, 10th December, 2020 at 11.00 a.m.**

2.6.1 The address to send information to the Client is
**Director General, Parliamentary Joint Services,
Parliamentary Service Commission,
P.O. Box 41842 – 00100,
NAIROBI**

2.6.3 The minimum technical score required to pass **80%**

2.7.1 Alternative formulae for determining the financial scores is **N/A**

The weights given to the Technical and Financial Proposals are:

T= _____ (0.80)

P= _____ (0.20)

2.8.4 Preference: International firms are required to associate with local firms incorporated in Kenya and a proof of a joint venture/consortium agreement must be attached to the Technical proposal.

2.10.1 The firm's proposal that scores the highest combined Technical and Financial score shall be awarded the Contract.

2.10.2 The assignment is expected to commence **within fourteen (14) days after signing of the contract document between the parties or a date agreed by the parties after signing of the contract.**

2.10.6 PRELIMINARY EVALUATION REQUIREMENTS

In order to assess whether the firm fulfills the qualification requirements of contract award as outlined under Clause 2.10.6 and provisions of the Public Procurement and

Disposal Act, 2015, the Commission will first evaluate the firm's proposal documents based on the following basic/ preliminary evaluation requirements which should be submitted and enclosed in the technical proposal documents: -

- a) A copy of certificate of registration/incorporation
- b) A copy of valid tax compliance certificate from the Kenya Revenue Authority including PIN certificate or its equivalent
- c) Copy of current business permit/trade permit
- d) Joint Venture Agreement of all associated firms clearly defining the lead partner
- e) Power of Attorney delegating authority to the signatory of the tender to commit the tenderer and in joint venture a party to the joint venture should be nominated to commit on behalf of the whole team.
- f) Attach a duly filled Technical Proposal Submission Form in the required format
- g) Must submit Audited accounts for the last three years (2019, 2018 and 2017)
- h) The turnover of the Last Financial Year should be at least 40 (Forty) Million Kenyan Shillings to demonstrate the financial capacity of the Prime Bidder.
- i) Submission of CR12 Letter from Registrar of Companies or equivalent to show names of Directors of the tendering company (in case of a company), Name of Proprietor (for Sole Proprietor and Business Name) and Names of Partners (for Partnerships) – as applicable along with Identity Cards of the Directors.
- j) Submission of a Tender security in the prescribed format valid for 150 days from the date of proposal opening from a reputable bank in Kenya or an Insurance Company approved by Public Procurement Regulatory Authority (PPRA).
- k) Fully filled attached Mandatory Confidential Business Questionnaire.
- l) Declaration that that the firm has not been debarred from participating in public procurement proceedings (Declaration must be commissioned by Commissioner for Oath).
- m) 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).
- n) Declaration that the firm has not been convicted of corrupt or fraudulent practices and that it will not engage in any corrupt or fraudulent practice (Declaration must be commissioned by Magistrate/Commissioner for Oath/Notary Public).
- o) Declaration that the firm is not insolvent, in receivership or bankrupt (Declaration must be commissioned by Magistrate/Commissioner for Oath/Notary Public).

- p) Submission of One original and One copy of the original for both Technical and Financial Proposal to be submitted separately, and a Softcopy in a CD/DVD or flash disk of the Technical Proposal.
- q) Submission of a serialized or paginated document without any breaks in the correct sequence including all appendices and attachments.

EVALUATION STAGES

STAGE 1: Evaluation on the Preliminary/Basic Requirements on 'Yes or No' Basis.

- A technical proposal shall be disqualified without further consideration if it does not fulfill any of the requirements indicated above.
- Only those proposals that fulfill all the preliminary requirements shall proceed to stage 2 below of the evaluation.

STAGE 2: Evaluation on the quality of the Technical Proposal as per the TOR

- The proposals that fulfill all the preliminary requirements under Stage 1 above shall be evaluated and allocated scores as per the Evaluation Criteria indicated under Clause 2.7.
- Only the technical proposals that score 80% and above shall be considered as responsive for further consideration i.e. opening of their financial proposals.

STAGE 3: Evaluation and consideration of the financial proposals

- Only the financial proposals of the firms that score 80% and above shall be evaluated for responsiveness.
- The financial proposals of firms that score below 80% shall remain sealed and unopened and will be returned to the bidders after the conclusion of the procurement process.

STAGE 4: Determination of the Highest Combined Score and ranking stage

The Technical Proposal Score of each responsive firm shall be weighted up to 80% whereas the financial proposals score weighted up to 20%.

- The below formulae as indicated under Clause 2.8.5 shall be applied: -

Sf = 100 X FM/F where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (*T*=the weight given to the Technical

Proposal: P = the weight given to the Financial Proposal; $T + p = 1$) indicated in the Appendix.

The combined technical and financial score, S , is calculated as follows: - $S = S_t \times T\% + S_f \times P\%$.

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

STAGE 5: Recommendation for award

The firm's proposal that scores the highest combined technical and financial score shall be recommended for award.

2.13 Professional Indemnity Cover.

The amount of Professional Indemnity cover shall be 10% of the Contract Price from a reputable bank recognized by the Central Bank of Kenya.

(Amend as necessary)

SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

- 3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultant's own risk and may result in rejection of the consultant's proposal.
- 3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

SECTION III - TECHNICAL PROPOSAL

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	Page
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2. Firms references	
3. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity	
4. Description of the methodology and work plan for performing the assignment	
5. Team composition and Task assignments	
6. Format of curriculum vitae (CV) for proposed Professional staff	
7. Time schedule for professional personnel	
8. Activity (work schedule)	

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

To: _____ [*Name and address of Client*]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for _____
_____ [*Title of consulting services*] in accordance with your
Request for Proposal dated _____ [*Date*] and our Proposal. We are
hereby submitting our Proposal, which includes this Technical Proposal, [and a
Financial Proposal sealed under a separate envelope- *where applicable*].

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

We remain,

Yours sincerely,

_____ [*Authorized Signature*]:

_____ [*Name and Title of Signatory*]

:

_____ [*Name of Firm*]

:

_____ [*Address:*]

2. FIRM'S REFERENCES

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

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Assignment Name:		Country
Location within Country:		Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:		Clients contact person for the assignment.
Address:		No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (Kshs)
Name of Associated Consultants. If any:		No of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of project:		
Description of Actual Services Provided by Your Staff:		

Firm's Name: _____

Name and title of signatory; _____

(May be amended as necessary)

3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.

On the Terms of Reference:

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

On the data, services and facilities to be provided by the Client:

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

4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

_____ Date: _____
[Signature of staff member]

_____ Date: _____
[Signature of authorised representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of months

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

[1st, 2nd, etc, are months from the start of assignment]

	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th	
Activity (Work)													

(b). Completion and Submission of Reports

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

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

- 4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.
- 4.2 The financial proposal shall be in Kenya Shillings and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

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	Page
1. Financial proposal submission Form	
2. Summary of costs	
3. Breakdown of price/per activity	
4. Breakdown of remuneration per activity	
5. Reimbursables per activity	
6. Miscellaneous expenses	

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (_____) *[Title of consulting services]* in accordance with your Request for Proposal dated (_____) *[Date]* and our Proposal. Our attached Financial Proposal is for the sum of (_____) *[Amount in words and figures]* inclusive of the taxes.

We remain,

Yours sincerely,

_____ *[Authorized Signature]:*

_____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]*

_____ *[Address]*

2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		<hr/>

3. BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description: _____
Price Component	Amount(s)
Remuneration	
Reimbursables	
Miscellaneous Expenses	
Subtotal	_____

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____		
Names	Position	Input(Staff months, days or hours as appropriate.)	Remuneration Rate	Amount
Regular staff				
(i)				
(ii)				
Consultants				
Grand Total				_____

5. REIMBURSABLES PER ACTIVITY

Activity No: _____

Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			_____
	Grand Total				

6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs____ _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software				
	Grand Total				_____

SECTION V: - TERMS OF REFERENCE

5.0 GENERAL

The Terms of Reference describe the requirements for Digital Transformation Strategy for Parliamentary Service Commission

5.1 BACKGROUND INFORMATION

5.1.1 About Parliamentary Service of Commission

Parliamentary Service Commission (PSC) is a Constitutional Commission established under Article 127 of the Constitution of Kenya to support the role of Parliament as provided for in Article 94. Article 127 (6) bestows upon the PSC to provide services and facilities to ensure the efficient and effective functioning of Parliament.

Today, with the convergence communication and computing technologies, the opportunity arises to further these aims through innovation application technology. It is timely, therefore to outline a plan to make the Kenya Parliament a world leader in e-parliament, improving access, communication, engagement and transparency of the work of parliament and parliamentarians.

Parliament like any other institution is permanently adapting to society's changing needs. In this process of change, technology provides many opportunities but also many challenges to parliaments. Information Technology is therefore the driving force for effective and efficient service delivery to legislative agenda of any Parliament.

It is because of the need to totally leverage the use of ICT in parliamentary businesses processes that we are seeking the services of Competent Firm or Consortium to prepare an ICT Digital Strategy for the next 3 years period (2020-21 to 202-23).

5.1.2 Problem Statement

Parliament of Kenya has over the years attempted to automate many of its workflows by setting up different Information Technology (IT) systems to improve its various workflow processes. As a result, almost all directorates/departments have at least one independent IT system under their wings. This is ineffective in terms of data and resources management. The existing workflow processes within Parliament of Kenya are due for review as a means to achieving a significant level of efficiency and effectiveness.

5.1.3 Eligibility of the Firm/Consortium/Sub-Contractors:

This is an open national tender and all eligible companies are allowed to participate in this assignment. In case, one firm does not meet all the requirements, then it can form consortium to cumulatively meet technical requirements. However, in case of participation of more than one firm, it is mandatory to define the Primary/Lead Partner/Firm who would be responsible to deliver the assignment on behalf of the consortium. Local Firms can tie-up Foreign Partner/Firms if required to be part of the consortium. In an event of the Consortium formation, all the associated partners/firms require to provide the Teaming Up agreement and Power of Attorney to the Primary Partner/Firm.

5.2 OBJECTIVES OF THE ASSIGNMENT

The objective is to get a comprehensive Digital Strategy that will involve the Business Processes Re-engineering model which will address:

1. Its Governance Issue and structure
2. The application Landscape which includes digital/ mobility and Enterprise Business Applications such as Integrated Information Management Systems (IMIS).
3. The ICT Infrastructure Landscape
4. The ICT Security Landscape
5. The ICT Operating Model and Capacity Building

This Digital Strategy shall provide the ICT roadmap for the next 3 Financial Years (i.e. 2020-21 to 2022-23). The assignment is expected to be completed in Nine (9) calendar months from the official engagement. However, if required the same can be extended as per the mutual consent and financial obligations.

5.3 SCOPE OF THE SERVICES

The scope of the work includes:

5.3.1 ICT Governance for Parliamentary Service Commission

- a) Study, analyze and review and recommend a framework that will provide a structure for organization to ensure that IT investments support Parliamentary Businesses and
- b) Align IT strategy with Business strategy

5.3.2 Recommendations on Upgrade of ICT infrastructure, including: -

- a) Audit of the ongoing network infrastructure set up and availability to identify any gaps, if any and propose how to close these gaps.

- b) Review data storage environment, capacity, and advice on any requirement in line with planned applications and data management requirements (backups, recovery point objectives, recovery time objectives, and real time replication needs)
- c) Network and internet connectivity optimization, central management, bandwidth monitoring etc.
- d) Provide technical expertise, in liaison with the client, in procurement of equipment and installation of the same. (end user equipment and or LAN activate equipment
- e) Business Continuity Planning and Back up services to include a Disaster Recovery Site
- f) Prepare the upgrade of the current servers and data centre.
- g) Prepare the standard operating procedures for the Digital Assets and also prepare the SLAs to be used to maintain/upgrade these Assets.
- h) Prepare a comprehensive improvement and/or upgrade and/or procurement plan for the ICT infrastructure and related components adhering to the best industry practices and business continuity plan.

5.3.3 Recommendations on Integration of Parliamentary Applications and Information Management Systems (currently deployed or proposed to be implemented), including:

- a) Review of existing operating systems, applications and Information Management Systems and provide a guide on any necessary development and improvements and how best to implement such proposals.
- b) Audit of the ongoing application projects to identify any gaps in scoping and delivery and to propose how to close the gap.
- c) Review the projects which are in the pipeline and prepare the Terms of References for the upcoming projects.
- d) Evaluate the best option to synchronize every application and functions.
- e) Evaluate the digital requirement of each of the departments which falls under Parliament Service Commission
- f) Propose systems considering the future growth and plans as per Parliament Service Commission
- g) Build a roadmap for the application landscape
- h) Prepare the strategy for inter-operability of various independent software programs running in isolations either through integration or interfacing.
- i) Prepare strategy to reduce the movement of physical paper documents and encourage electronic movement of files and office documents.

5.3.4 Synchronization of Parliamentary ICT Security Setup

- a) Review of existing security structure and policies.
- b) Review the security installations and the SLAs with the respective service providers.
- c) Evaluate the best option to provide utmost security and safety of the applications and the setup at PSC
- d) Evaluate the future projects and access level to each of the proposed applications and systems
- e) Propose systems considering the future growth and plans as per Parliament Service Commission
- f) Build a roadmap for the security landscape
- g) Present the same to PSC for their inputs and final approval.

5.3.5 ICT Operating Model and Capacity Building

- a) Review the current ICT organizational structure, capacity and duties tasked to the department;
- b) Review major current and planned ICT projects and initiatives;
- c) Review existing and planned ICT policies and procedures;
- d) Define organizational ICT strategies that should be in place to effectively support PSC
- e) Define how resources and assets must be organized, monitored and controlled to deliver ICT services and value to the PSC
- f) Recommend skills that are required of users and ICT staff within PSC
- g) Determine application systems that will address deficiencies that currently exist in the information and functionality required of ICT at PSC;
- h) Define the applications and data architecture required to enable PSC achieve its information processing and knowledge management needs;
- i) Define and recommend ICT management practices that are necessary to enable execution and delivery of world-class ICT to the PSC
- j) Develop an ICT organization framework that will cover specific processes, organization structures, user and ICT skills requirements, policies and standards;
- k) Recommend an ICT governance framework including project management frameworks and ICT standards, policies and procedures;
- l) Propose an ICT Strategy, incorporating ICT initiatives to be undertaken in the planning horizon and develop a business case for these;

5.3.6 The duration of works:

It is envisaged that the entire implementation duration will take a maximum of 9 months (and can be extended). However, bidders are encouraged to propose a lesser duration as may be practically possible while meeting all the requirements of the Terms of Reference.

5.3.7 The deliverables:

- a) Comprehensive three (3) years ICT Digital Transformation Strategy (2020-21 to 2022-23) including Business Process Re-engineering Plan, Disaster Recovery Plan, Business Continuity Plan, Cyber Security Plan, and ICT Governance and Capacity Building Plan.
- b) Proposals, recommendations and guideline document on core and support systems to be implemented.
- c) Provide and recommend optimized network infrastructure, datacenter and ICT Management aligned with corporate and International standards.
- d) Provide Budgetary guideline documents towards implementation of ICT applications and projects.
- e) Provide the skilling, re-skilling and upskilling of the ICT manpower to manage the proposed ICT Governance and Policies/programs.
- f) Proposal and guidelines document on the IT Security & policies to be implemented.
- g) Provide comprehensive in-depth user needs assessment document for ICT infrastructure including systems. Scope and implementation plan (Matrix). The consultant to carryout in-depth users' needs assessments, detailing current working infrastructure (Hardware & Software) , what needs to be put in place in terms of working tools (hardware and software), security of working environment, training, change management, policy governing the users on working environment and recommendation on implementation matrix.
- h) Prepare a design of the desired digital working environment document: After the users needs assessment, the consultant to come up with the design of the desired digital systems to support the business operations of Parliamentary Service Commission in terms of systems architecture, Users interface, On promises on servers and data storage.
- i) Technical Specifications on the recommended system for implementation: The Consultant to prepare well detailed technical requirement including evaluation criteria for all the desired and recommended systems and request for proposal (RFP) for procurement purposes.
- j) Preparation and development of Procurement /Tender document for all recommended system for implementations: The Consultant to prepare and develop tender document as per the desired and recommended systems and

RFP for procurement. The document MUST be in line with the procurement laws of Kenya.

- k) The expected number of RFPs for proposed three years digital transformation strategy should include **approximately** the following numbers of projects for which the RFPs would be prepared by the Consultant-
- Business Process Re-engineering and application development (5)
 - Infrastructure development and business continuity (5)
 - Digitalization and EDMS including enterprise content Management (4)
 - ICT security, Governance and policies (4)
- l) Preparation and Development of draft ICT policy document: The consultant to develop a draft ICT Policy Document to guide the operations and administration of ICT Services in parliament. The Policy documents to include all aspect of IT issues ranging from Password Management, Users Support, System Security, back up procedures, data management, email system, systems upgrade, retirement and disposal of both Hardware and Software.
- m) Prepare a comprehensive risk management framework for ICT in the PSC.
- n) Comprehensive handover notes/documents with clear recommendations for further/future improvements

5.3.8 Outcome Milestones:

- a. **Deliverable 1:** Initial Understanding and identification of the Problem statement, scope of work and draft report on User Needs Assessment (within 4 weeks of the Assignment).
- b. **Deliverable 2:** Draft Digital Strategy Document (Within 12 weeks of the Assignment). This phase shall also include the draft RFPs for the proposed systems.
- c. **Deliverable 3:** – Final Digital Strategy Document (Within 24 weeks of the Assignment).
- d. **Deliverable 4:** Final procurement documents (Tender documents) of the recommended and desired ICT infrastructure. (36 Weeks)

5.4 Methodology

The Consultant will: -

- a) Assess current environment and ongoing initiatives in order to understand the existing investments and capability.
- b) Assess the existing systems, equipment, network diagrams.
- c) Assess the existing processes followed to access the IT equipment, systems and its usage
- d) Assess and document business requirements in line with the commission's goals and objectives

- e) Perform a gap analysis and inform management on what is required to close the gaps
- f) Define and design the target environment
- g) Proposals of implementation strategies to implement the solutions to achieve the target environment
- h) Provide regular updates to manage on the key deliverable's outlines

5.5 Proposed Implementation Approach and Work Plan

- a) The Consultant/ firm is required to describe their technical approach and Workplan to deliver this assignment, to realize the expected output.
- b) The project shall be implemented over duration of 9 months.
- c) The Consultant/firm is required to propose the main activities of the assignment, their content and duration, interrelations, milestones (including interim approvals by the Client), and delivery dates.
- d) The Consultant/firm shall provide a digital transformation Strategy for the three years along with all the identified ICT projects to be embarked upon in its report along with their RFPs. However, the priority order of implementation will be agreed upon between the successful Consultant and PSC.

5.6 Working Arrangement

- a) The Consultant/ firm will work full time on this assignment.
- b) Parliament of Kenya shall provide office space to the Consultant/ firm and its resources and limited administrative and logistical support.
- c) The Consultant/firm and their resources will use their own laptops, cell phone. And cater for their transport and daily subsistence allowances
- d) The Consultant/firm to report to the chairperson of the automation committee who will certify delivery of outputs following the review by himself and the Committee.

5.7 Commercial Proposal

Interested Consultants/firms should submit their proposal price offer as follows below in lump sum approach. The offer should be all inclusive, with all costs (professional fees, travel costs, living allowances, communications, consumable, etc.) that could possibly be incurred by the Consultant should already factored into the final amounts submitted in the proposal. The contract price is fixed regardless of changes in the cost components.

Payment Plan:

- Submission of D1 and Acceptance: 15%
- Submission of D2 and Acceptance: 25%

- Submission of D3 and Acceptance: 25%
- Submission of D4 and Acceptance: 30%
- Retention fees of five (5) percent to be paid after the final certificate of project completion has been signed

5.8 Qualification Criteria

The following documents should be provided:

5.8.1 Mandatory Requirements

All the candidates shall submit the mandatory information and documents based on the matrix below;

- a) A copy of certificate of registration/incorporation
- b) A copy of valid tax compliance certificate from the Kenya Revenue Authority including PIN certificate or its equivalent
- c) Copy of current business permit/trade permit
- d) Joint Venture Agreement of all associated firms clearly defining the lead partner
- e) Power of Attorney delegating authority to the signatory of the tender to commit the tenderer and in joint venture a party to the joint venture should be nominated to commit on behalf of the whole team.
- f) Attach a duly filled Technical Proposal Submission Form in the required format
- g) Must submit Audited accounts for the last three years (2019, 2018 and 2017)
- h) The turnover of the Last Financial Year should be at least 40 (Forty) Million Kenyan Shillings to demonstrate the financial capacity of the Prime Bidder.
- i) Submission of CR12 Letter from Registrar of Companies or equivalent to show names of Directors of the tendering company (in case of a company), Name of Proprietor (for Sole Proprietor and Business Name) and Names of Partners (for Partnerships) – as applicable along with Identity Cards of the Directors.
- j) Submission of a Tender security in the prescribed format valid for 150 days from the date of proposal opening from a reputable bank in Kenya or an Insurance Company approved by Public Procurement Regulatory Authority (PPRA).
- k) Fully filled attached Mandatory Confidential Business Questionnaire.
- l) Declaration that that the firm has not been debarred from participating in public procurement proceedings (Declaration must be commissioned by Commissioner for Oath).
- m) 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).

- n) Declaration that the firm has not been convicted of corrupt or fraudulent practices and that it will not engage in any corrupt or fraudulent practice (Declaration must be commissioned by Magistrate/Commissioner for Oath/Notary Public).
- o) Declaration that the firm is not insolvent, in receivership or bankrupt (Declaration must be commissioned by Magistrate/Commissioner for Oath/Notary Public).
- p) Submission of One original and One copy of the original for both Technical and Financial Proposal to be submitted separately, and a Softcopy in a CD/DVD or flash disk of the Technical Proposal.
- q) Submission of a serialized or paginated document without any breaks in the correct sequence including all appendices and attachments.

In case of a joint venture, Consortium or Sub-Contracting, items a, b, g, i and k must be submitted by all the partners to the joint venture. In case, none of the partners meet any of these Mandatory Requirements, then their bid would be disqualified

Only the Bidders who meet the above Mandatory Requirements would proceed to the Technical Evaluation Stage.

5.8.2 Technical Requirements (marks) – (100 marks)

a) Company Experience (25 marks)

- (i) The firm should have the following years of experience (10 Marks):
 - 10+ years (10 Marks)
 - 5+ years (5 Marks)
 - 3+ years (3 Marks)
 - Less than 3 years (1 Mark)
- (ii) The firm should have worked at least 4 (Four) similar assignments, with one each on Business Process Re-engineering, Electronic Document Management System, ICT Security Consultancy, and Advisory & Project Management Assignment. (8 Marks)
- (iii) The firm should have engaged in **preparation of scope requirements** and bid documents for Enterprise Business Solutions such as Integrated Management Information Systems. At least 2 (two) assignments with references to be provided. (2 Marks)
- (iv) Provide evidence of minimum 5 projects done in public sector in last 5 years (5 Marks)

b) Delivery Methodology (25 Marks)

- (i) Approaches and detailed methodological considerations in carrying out the assignment (5 marks)
- (ii) Detailed project implementation methodology with activities and clear outputs stated (10 Marks)
- (iii) Project scheduling including the resources and clear detailed work plan (5 Marks)
- (iv) Additional comments on the Terms of Reference (5 Marks)

c) Team Experience (50 marks)

i) Program Manager (10 marks)

Professional Qualification

- a) Should have experience of more than 20 years in ICT (2 Marks)
- b) Should have experience in building IT Governance, policies (1 Mark)
- c) Should have worked and instrumental in Business Transformation projects in the past. (1 Mark)
- d) Should have done at least 2 such projects in the last 5 years (1 Mark)
- e) Should have extensive experience in working across the Technology division, i.e. IT Infrastructure/ Application/ IT Security (1 Mark)
- f) Should have managed a team of 20 or more in the past. (1 Mark)

Academic Qualification

- a) Post Graduate degree and above (1 Mark)
- b) Certification in Project Management such as PMP or Prince 2 (2 marks)

MUST submit professional and academic certifications. Provide proof in each item

ii) Application Specialist (10 Marks)

Professional Qualification

- a) Should have experience of more than 15 years (2 marks)
- b) Should have worked on and implementing at least 5 ERP/IMIS implementations (2 marks)
- c) Should have done at least 2 such projects in the last 5 years (1 mark)
- d) Should have extensive experience in working across various Technologies, Platforms, ERPs (1 mark)

Academic Qualification

- a) Post-Graduation/Bachelor/Diploma in IT or related area (2 marks)
- b) Certification in any ERP/IMIS (2 marks)

MUST submit professional and academic certifications. Provide proof in each item.

iii) IT Infrastructure Specialist (20 Marks)

Professional Qualification

- a) Should have experience of more than 15 years (1 mark)
- b) Should have worked on and implementing at least 5 ICT Infrastructure projects (2 marks)
- c) Should have Completion Certificate at least 2 such projects in the last 5 years (2 marks)
- d) Should have worked on Enterprise level Servers, Storages, Backup solutions, Network devices and have experience in Data Centre and Hyper Converged Infrastructure set up. (1 mark)

Academic Qualification

- a) Bachelor Degree in Computer Science or related area (1 mark)
- b) Certification in Professional IT infrastructure or related area (1 mark)
- c) Certification on Enterprise Servers from IBM/ HP or Dell (1 mark)
- d) Certification on Storage, Back-up or related areas. (1 mark)

MUST submit professional and academic certifications. Provide proof in each item

iv) IT Security Specialist (10 Marks)

Professional Qualification

- a) Should have experience of more than 15 years in Security Audits (2 marks)
- b) Should have worked on at least 5 IT Security projects/ audits. (2 marks)
- c) Should have done at least 2 such projects in the last 5 years (1 mark)
- d) Should have worked on building IT Security/ policies (1 mark)

Academic Qualification

- a) Degree in IT or related area (2 marks)
- b) Certification in CISA or equivalent (2 marks)

MUST submit professional and academic certifications. Provide proof in each item

**v) ICT Digital Electronic Document Management System - (EDMS)
Specialist (10 marks)**

Professional Qualification

- a) Should have experience of more than 15 years (2 marks)
- b) Should have experience in Electronic Document Management and Workflow Management Systems, should have done at least 2 (Two) EDMS projects in the last 7 years (2 marks)
- c) At least in One of these above projects, the consultant must have done the Digitalization (conversion of manual documents to electronic documents) work as part of the project assignment (2 marks)

Academic Qualification

- a) Bachelor's degree and above (1 mark)
- b) Should have exposure to 3 digitalization technologies such as Microsoft SharePoint, Laserfiche, Alfresco, File/Case360, LiveLink, InfoRouter, FileShare, Fujitsu, Kodak etc. (3 marks)

MUST submit professional and academic certifications. Provide proof in each item

Only the candidates that score more than 80 in the technical section would proceed to the Financial Proposal Evaluation.

5.8.3 Evaluation Method

Cumulative analysis method will be used to evaluate proposals.

The evaluation Criteria as shown below shall be used to evaluate all the proposals received. The award of the individual Firm/Joint venture shall be made to the individual Firm/Joint Venture whose offer has been evaluated and determined as:

- c) Responsive /compliant /acceptable, and
- d) Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation

Mandatory Evaluation – Yes/No

Technical Criteria weightage – 80 points

Financial /Criteria weightage – 20 points

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STANDARD FORMS OF CONTRACT**

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Special Notes

1. The Lump-Sum price is arrived at on the basis of inputs – including rates – provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs, usually reports. Lump-sum contracts have the simplicity of administration, the Client having only to be satisfied with the outputs without monitoring the staff inputs and should be used for large Assignments in for example Design; Engineering; Supervision and Management Services; Master plans; Economic and Feasibility studies; and Surveys.
2. The Contract includes four parts: Form of Contract, the General Conditions of Contract, the Special Conditions of Contract and the Appendices. The Client using this standard contract should not alter the General Conditions. Any adjustment to meet any specific project features should be made only in the Special Conditions.

CONTRACT FOR CONSULTANT'S SERVICES

Large Assignments (Lump-Sum Payments)

between

[name of the Client]

AND

[name of the Consultant]

Dated: _____*[date]*

(iv)

I. FORM OF CONTRACT

Large Assignments (Lump-Sum Payments)

This Agreement (hereinafter called the “Contract”) is made the _____)day of the month of _____[month], [year], between _____, [name of client] of [or whose registered office is situated at]_____ [location of office] (hereinafter called the “Client”) of the one part AND

_____ [name of consultant] of [or whose registered office is situated at] _____ [location of office] (hereinafter called the “Consultant”) of the other part.

WHEREAS

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

NOW THEREFORE the Parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices: [**Note:** *If any of these Appendices are not used, they should be deleted from the list*]
 - Appendix A: Description of the Services
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel and Sub consultants
 - Appendix D: Breakdown of Contract Price in Foreign Currency
 - Appendix E: Breakdown of Contract Price in Local Currency
 - Appendix F: Services and Facilities Provided by the Client

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of _____ *[name of client]*

[full name of Client's
authorised representative _____ *of* _____ *Client's*

[title] _____

[signature] _____

[date] _____

For and on behalf of _____ *[name of consultant]*

[full name of Consultant's
authorized representative] _____

[title] _____

[signature] _____

[date] _____

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 herebelow;
- (d) “Foreign Currency” means any currency other than the Kenya Shilling;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of the Republic of Kenya;
- (g) “Local Currency” means the Kenya Shilling;
- (h) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;
- (i) “Party” means the Client or the Consultant, as the case may be and “Parties” means both of them;

- (j) “Personnel” means persons hired by the Consultant or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;
- (k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) “Sub consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorized Representatives

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

1.7 Taxes and

The Consultant, Sub consultant[s] and their personnel
(viii)

Duties shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

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

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

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

2.5 Force Majeure

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

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

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

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

2.6 Termination

2.6.1 By the Client

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

- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

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

(x)

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

- (e) if the Client in his sole discretion decides to terminate this Contract.

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

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

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

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

3. OBLIGATIONS OF THE CONSULTANT

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

3.2.1 Consultant Not to Benefit from Commissions, Discounts, Etc. (i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.

(ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.

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

3.2.2 Consultant and Affiliates The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Subconsultant

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**Not to be
Otherwise
Interested in
Project**

and any of his affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

**3.2.3 Prohibition
of Conflicting
Activities**

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

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

3.3 Confidentiality

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

**3.4 Insurance to be
Taken Out by the
Consultant**

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

**3.5 Consultant's
Actions Requiring
Client's Prior
Approval**

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

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Subconsultants").

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

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

4. CONSULTANT'S PERSONNEL

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

4.2 Removal and/or Replacement Of Personnel (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

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

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

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

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

5.2 Change in the Applicable Law

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

5.3 Services and Facilities

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

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum

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

6.2 Contract Price

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

- 6.3 Payment for Additional Services** For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.
- 6.5 Interest on Delayed Payment** Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending .

7. SETTLEMENT OF DISPUTES

- 7.1 Amicable Settlement** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 7.2 Dispute Settlement** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

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III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of and Supplements to Clauses in the General Conditions of Contract
1.1(i)	The Member in Charge is _____ <i>[name of Member]</i>
1.4	<p>The addresses are:</p> <p>Client: Parliamentary Service Commission Attention: Director General, Parliamentary Joint Service Address: P. O. Box 41842 – 00100, Nairobi, Kenya Telephone: +254 020 2221291 Email address; dg@parliament.go.ke</p> <p>Consultant: _____ Attention: _____ Telephone; _____ Telex: _____ Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Client: Director General, Parliamentary Joint Service, Parliamentary Service Commission</p> <p>For the Consultant: _____</p>
2.1	<p>The date on which this Contract shall come into effect is(_____) <i>[date]</i>.</p> <p>Note: <i>The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Consultants of advance payment and by Client of bank guarantee</i></p>
2.2	<p>The date for the commencement of Services is within fourteen (14) days after signing of the contract document between the parties or as may be agreed during negotiations.</p>
2.3	<p>The period shall be Nine (9) Months.</p> <p>Note: <i>Fill in the period, eg, twenty-four (24) months or such other period as the Parties may agree in writing.</i></p>

3.4 The risks and coverage shall be:

- (i) Professional Liability **100%**
- (ii) Loss of or damage to equipment and property **0.5%**

6.2(a) **There shall be no payment in foreign currency. All payments shall be in Kenya Shillings.**

6.4 Payments shall be made according to the following schedule:

- Fifteen (15) percent of the lump-sum amount shall be paid upon submission of the inception report.
- Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the interim report.
- Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the draft final report.
- Thirty (30) percent of the lump-sum amount shall be paid upon approval of the final report.
- Retention fees of five (5) percent to be paid after the final certificate of project completion has been signed.
- Reimbursable expense claims shall be submitted together with the fee claim for the stage during which the expenses are incurred.
- The professional indemnity shall be released when the total payments reach eighty (80) percent of the lump-sum amount.

Note: There shall be no advance payment

6.5 Payment shall be done within 60 days from the receipt of the payment certificate.

6.6 There shall be no payment of interest on delayed payments.

7.0 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.

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ANNEX A
CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2(c) and (2d) whichever applies to your type of business.
 You are advised that it is a serious offence to give false information on this Form.

Part 1 – General

Business Name

Location of business premises: Country/Town.....

Plot No..... Street/Road

Postal Address..... Tel No.....

Nature of Business.....

Current Trade Licence No..... Expiring date.....

Maximum value of business which you can handle at any time:
 Kenya Shillings.....

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

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

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

Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1.
2.

3.

4.

Part 2(c) – Registered Company

Private or Public

State the nominal and issued capita of the company:

Nominal KShs.

Issued KShs.

Give details of all directors as follows:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details*</i>	<i>Shares</i>
1.
2.
3.
4.

Part 2(d) Interest in the Firm:

Is there any person/persons in the employment of the Government of Kenya WHO has interest in this firm? Yes/No (Delete as necessary)

I certify that the above information is correct.

.....
Title

.....
Signature

.....
Date

* *Attach proof of citizenship*

**ANNEX B
FORM OF TENDER SECURITY**

WHEREAS(hereinafter called “the Tenderer”) has submitted his tender dated for the construction of
..... (name of Contract)

KNOW ALL PEOPLE by these presents that WE having our registered office at(hereinafter called “the Bank”), are bound unto(hereinafter called “the Employer”) in the sum of Kshs..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this Day of20.....

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers
Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

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

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

_____ [date]
[signature of the Bank]

[witness]

[seal]

ANNEX C

PERFORMANCE BANK GUARANTEE

To: _____(Name of Employer) _____(Date)
_____ (Address of Employer)

Dear Sir,

WHEREAS _____(hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called “the Works”);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs. _____ (amount of Guarantee in figures) Kenya Shillings _____ (amount of Guarantee in words), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Kenya Shillings _____ (amount of Guarantee in words) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change, addition or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification.

This guarantee shall be valid until the date of issue of the Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

ANTI-CORRUPTION DECLARATION COMMITMENT / PLEDGE

I/We/Messrs..... of Street,
Building, P O Box.....
.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We.....

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No..... for or
in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name and Title of Signatory.....

NON-DEBARMENT DECLARATION

We (**insert the name of the company/ supplier**)

.....
declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

Name.....Signature.....Date.....

.....Company Seal/Business Stamp

FORM RB 1
REPUBLIC OF KENYA
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 of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax 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.
- etc.

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

- 1.
 - 2.
- etc

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