

## THE COUNTY GOVERNMENT OF KILIFI

## DEPARTMENT OF EDUCATION OF ICT

## REQUEST FOR PROPOSAL

**FOR** 

PROVISION OF CONSULTANCY SERVICES FOR KILIFI WARD SCHOLARSHIP ADMINSTRATION MANAGEMENT INFORMATION SYSTEM

TENDER NO.: KCG/RFP/ED/2018/2019

**13<sup>TH</sup> DECEMBER, 2018** 

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#### **SECTION I - INVITATION TO TENDER**

#### **NATIONAL OPEN TENDER**

TENDER NO.: KCG/RFP/ED/2018/2019

TENDER NAME: DEVELOPMENT OF KILIFI WARD SCHOLARSHIP ADMINSTRATION MANAGEMENT INFORMATION SYSTEM FOR COUNTY GOVERNMENT OF KILIFI

The County Government of Kilifi, Department of Education & ICT invites sealed proposals for the provision of the above consultancy services.

The Request for Proposal (RFP) documents may be obtained from the Procurement Office upon payment of a non-refundable fee of ksh.1,000 payable at the cash office located at the County Treasury. The tender document can also be downloaded free of charge from the County Government of Kilifi Website: <a href="www.kilifi.go.ke">www.kilifi.go.ke</a> or Public Procurement Information Portal (PPIP)

Tender documents registered in our tender document issue register shall qualify to tender, prices quoted should be inclusive of all Government of Kenya taxes and delivery costs and must be in Kenyan shillings.

Interested bidders are required to submit Technical Proposal and financial proposals sealed in separate envelopes clearly marked. All the proposals must be enclosed in one bigger envelop clearly marked with the Tender Number as stated in the particular tender document and be deposited in the **TENDER BOX** located at the county treasury offices and be addressed to:

The County Secretary and Head of Public Service P.O Box 519 Kilifi County

So as to reach on or before 13<sup>th</sup> December, 2018 at 11.00 am late bids will be returned un-opened.

Prices quoted should be inclusive of all taxes and delivery and must be in Kenya Shillings

Canvassing or lobbying for the tender shall lead to automatic disqualification.

Technical Proposals will be opened immediately in the presence of the tenderers or their representatives who choose to attend at the Treasury Hall located at the County Treasury.

SUPPLY CHAIN MANAGEMENT SERVICES KILIFI COUNTY

Dated 13th December, 2018

### 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 firsthand 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 changed for the tender document shall not exceed Kshs 1,000/=
- 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 has 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 authorized 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

v.

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** 

Specific experience of the consultant related to the assignment (5-10)

- i. 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 Program (Training) (0-10)

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 X  $^{\rm FM}$ /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 (St) scores using the weights (T=the weight given to the Technical Proposal: P = the weight given to the Financial Proposal; T + p = I) 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

- 2.10.1The 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

2.11.1Information 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

- 2.12.1The 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**

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: County Government of Kilifi
- 2.1.1 The method of selection is: Quality Cost Based Selection Method
- 2.1.2 Technical and Financial Proposals are requested: Yes

The name, objectives, and description of the assignment are: Consultancy Services to Develop Ward Scholarship Administration Management Information System

- 2.4.2 Taxes: The consultants should obtain additional information on applicable laws from Kenya Revenue Authority.
- 2.5.2 Consultants must submit: Request for Proposal to be deposited into the tender box as prescribed in the invitation to tender above.
- 2.5.3 The proposal submission address is: The County Secretary, County Government of Kilifi, P.O Box 519-80108, Kilifi. Information on the outer envelope should also include: The RFP No and Description
- 2.5.4 Proposals must be submitted not later than the following date and time: 6<sup>th</sup> December, 2018 at 11.00 am
- 2.6.1 The address to send information to the Client is

The County Secretary County government of Kilifi P. O Box 519-80108 Kilifi.

- 2.7.1 The minimum technical score required to pass: 70
- 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

a) Mandatory Requirements (MR) (Stage one)

The following requirements must be met:

| No. | Requirements                                  | Responsive or<br>Not Responsive |
|-----|---|---------------------------------|
| MR1 | Must Submit a copy of certificate of          |                                 |
|     | Registration/Incorporation.                   |                                 |
| MR2 | Must Submit a copy KRA PIN registration       |                                 |
|     | Certificate                                   |                                 |
| MR3 | Must Submit a copy of Valid Tax Compliance    |                                 |
|     | Certificate                                   |                                 |
| MR4 | Must Submit a copy of Current Single Business |                                 |
|     | Permit  |                                 |
| MR4 | Must complete and sign Form of Tender; and    |                                 |
|     | Confidential Business Questionnaire.          |                                 |

b). Technical Evaluation (Stage two)

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

|   | <b>Points</b>     |
|---|-------------------|
| (i) Specific experience of the Consultant (as a firm) relevant to the     |                   |
| Assignment:   | 10                |
| a) Firm's 5 years specific experience in similar work                     | 10                |
| (ii) Adequacy and quality of the proposed methodology, and work plan in 1 | responding to the |
| Terms of Reference (TORs):  | 40                |
| a) Technical approach and methodology                                     | 20                |
| b) Work plan ()   | 10                |
| c) Organization and staffing  | 10                |
| (iii) Key Experts' qualifications and competence for the Assignment:      | 40                |
| a) Team Leader (Master Degree in IT)                                      | 40                |
| b) Team Leader (Bachelor Degree in IT)                                    | 25                |

| (iv)Suitability to the transfer of Technology program |                     | 10  |
|---|---------------------|-----|
| a)  | Training            | 2   |
| b)  | Working Environment | 3   |
| c)  | Hosting Charges     | 3   |
| d)  | Contract Time       | 3   |
|   |                     | 100 |
|   |                     | 100 |

### A must score at least 70 points in the technical proposal to qualify

The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:

- 1) General qualifications (general education, training, and experience): 20%
- 2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments):70%
- 3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government Organization e.t.c): 10%

## Total points for the five criteria: 100

The minimum technical score (St) required to pass is 80

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

The weights given to the Technical and Financial Proposals are:

T= 80 P=20

2.9.2 The assignment is expected to commence on: When both parties sign the contract agreement.

## TERMS OF REFERENCE (T.O.R) FOR THE DEVELOPMENT OF WARD SCHOLARSHIP ADMINSTRATION MANAGEMENT INFORMATION SYSTEM

#### Introduction

County Government of Kilifi

The county was established by the 2010 constitution of Kenya as the units of devolved government. Kilifi County government has a total number of 35 wards. The County has scholarship fund kitty that is annually allocated to needy students. The administration of the scholarship fund is regulated under The Kilifi ward scholarship Fund Administration ACT 2013/2018 (<a href="http://www.kilifi.go.ke/lib">http://www.kilifi.go.ke/lib</a>),. Currently each ward is allocated KES 10Million to make the total annually fund to be 350 M.

#### **PURPOSE**

Kilifi County Government intends to automate the administration processes of the kilifi scholarship this will include the application, sorting, selection, awarding and informing the beneficiaries .The system should also allow reconciliation by the Kilifi Ward Scholarship Board.

#### **OBJECTIVE**

To provide a platform for electronic administration of the fund, so as to enhance efficiency, transparency and accountability. The system is to ensure equal and fair chance to all applicants.

#### The Terms of Reference

Key tasks for this assignment include and not limited to;

- a) Interactive online web portal design.
- b) Responsive Mobile web view of the portal.
- c) Applicant's registration & administration: The solution should allow applicants to complete an appropriate secure applicant registration process.
- d) Once registered, applicants should be able to log in and submit one request for scholarship support per cycle.
- e) No limit to the number of applicants.
- f) Applicants must be able to view and update user generated information such as personal details and passwords.
- g) Applicants must be able to track the status of their applications.
- h) Administrators must be able to review applicants registrations, scholarship applications and

- terminate / close applicants accounts in case of misuse.
- i) The portal must have the ability to integrate data from other bursary / scholarship allocating organizations to confirm whether an applicant has received a bursary / scholarship from these organization within a certain specified period.
- j) Display of all applications status to the public.
- k) Generate reports of all the applications & their status for the administrators.
- Spam Control: The portal should provide an automated challenge system that eliminates spam applications.
- m) Data Upload/Entry and Download Module with reporting capability for all the applications for the county administrators.
- n) Users Management module to facilitate different roles and logins.
- o) System Logs capability and back up of data for security.
- p) Integrated SMS & Email Communication platform for system reporting & communication.
- q) Installation of Security certificates, accessibility and Statistics of web portal information.
- r) Training: orientation of technical staff to the use of the portal.
- s) Creation of manuals and document for the project executed.
- t) Post Implementation support/Warranty for 1 year to make changes/correct issues.

### Scope of work.

The project scope will take the following minimum task

- 1. Conduct systems feasibility and user requirements specifications
- 2. Systems Design, systems develop, conduct systems tests to match the user expectations.
- 3. Systems deployment, hosting and configuration of the application to the County existing infrastructure
- 4. Conduct system application user training and Commission of the application.
- 5. Systems documentation

### **Consultants Qualification**

An individual or firm Consultancy must have the following

- a) Having done at least 3No similar projects of recent not less than 3years with similar financial obligations.
- b) Demonstrate competency of the undertaking team by provision of academic CV of each team member for a firm Consultancy.
- c) Relevant Certification of the undertaking will be of highly advantage
- d) Demonstration of similar clientele
- e) Compliance to the Kenya Business statutory regulations

#### **Payment**

The budget will be negotiated between the consultant and Kilifi County Government based on their response to these terms of references. The consultant should submit proposal on how she intends to address the TOR with an attached budget breakdown. The consultant fee will be paid in three installment 30% upon signing the contract, 55% when the software is approved and 15% upon the completion of the warrant period

## SECTION IV - TECHNICAL PROPOSAL

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## 1. TECHNICAL PROPOSAL SUBMISSION FORM

|                                       | [Date]   |
|---------------------------------------|--|
| To:                                   | [Name and address of Client)   |
| Ladies/Gentlemen:                     |  |
|                                       | ed, offer to provide the consulting services for  [Title of consulting services] in accordance with your |
| Request for                           | [Titte of consuming services] in accordance with your  |
|                                       | [Date] and our Proposal. We are hereby submitting our  |
| Proposal, which is separate envelope- | ncludes this Technical Proposal, [and a Financial Proposal sealed under a                                |
| 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, Dunstion of            |
| Assignment:                                 | No of Staff-Months; Duration of            |
| Start Date (Month/Year): Completion Date    | Approx. Value of Services (Kshs)           |
| (Month/Year):                               |  |
| Name of Associated Consultants. If any:     |  |
|   | No of Months of Professional               |
| Name of Senior Staff (Project Director/Coor | Staff provided by Associated Consultants:  |
| Functions Performed:                        | idilator, Team Leader) involved and        |
|   |  |
| Narrative Description of project:           |  |
| · ·   |  |
| Description of Actual Services Provided by  | Your Staff:                                |
| 1   |  |
|   |  |
|   |  |
| Firm's Name:                                |  |
| Name and title of sig                       | enatory:                                   |

## (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 F | 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

[1<sup>st</sup>,2<sup>nd</sup>,etc, are months from the start of assignment)

|                 | 1st | 3rd |  | 6th |  | 9th | 11 <sup>th</sup> | 12 <sup>th</sup> |  |
|-----------------|-----|-----|--|-----|--|-----|------------------|------------------|--|
| Activity (Work) |     |     |  |     |  |     |                  |                  |  |
|                 |     |     |  |     |  |     |                  |                  |  |
|                 |     |     |  |     |  |     |                  |                  |  |
|                 |     |     |  |     |  |     |                  |                  |  |
|                 |     |     |  |     |  |     |                  |                  |  |

## (b). Completion and Submission of Reports

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

#### **SECTION 1V: - 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 done to be clearly understood by the procuring entity.
- 4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal 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

#### **Table of Contents**

Page

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

## 1. FINANCIAL PROPOSAL SUBMISSION FORM

|                       |   | [ Date]        |
|-----------------------|---|----------------|
| To:                   |   |                |
| [Name                 | e and address of Client]  |                |
| Ladies/Gentlemen:     |   |                |
|                       | d, offer to provide the consulting services<br>in accordance with your Request for Propos |                |
| Proposal. Our attache | ed Financial Proposal is for the sum of   |                |
|                       | aclusive of the taxes.  | ) [Amount in   |
| We remain,            |   |                |
|                       | Yours sincerely,  |                |
|                       | [Authoriz   | ged Signature] |
|                       | :<br>[Name and Title of   | Signatory]:    |
|                       | [Name of Firm   | n]             |
|                       | [4.11]  |                |

## 2. SUMMARY OF COSTS

| Costs   | Currency(ies) | Amount(s) |
|---|---------------|-----------|
| Subtotal<br>Taxes<br>Total Amount of Financial Proposal |               |           |

## 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                                    |          | N                                    | ame:                 |  |
|--|----------|--------------------------------------|----------------------|--|
| Names<br>Amount<br>as appropriate.)            | Position | Input(Staff months,<br>days or hours | Remuneration<br>Rate |  |
| 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<br>Allowance | Day  |          |            |              |
|     | Grand Total              |      |          |            |              |
|     |                          |      |          |            |              |

## 6. MISCELLANEOUS EXPENSES

| Activity No.      | Activity Name:       |
|-------------------|----------------------|
| 110t1 v 1t y 1 10 | 1 toti vity 1 tallic |

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

## STANDARD FORMS

## **List of Standard Forms**

| (i)         | Form of Invitation for Tenders            |
|-------------|---|
| (ii)        | Form of Tender                            |
| (iii)       | Letter of Acceptance                      |
| (iv)        | Form of Agreement                         |
| <b>(v)</b>  | Form of Tender Security                   |
| (vi)        | Performance Bank Guarantee                |
| (vii)       | Performance Bond                          |
| (viii)      | <b>Bank Guarantee for Advance Payment</b> |
| (ix)        | <b>Qualification Information</b>          |
| (x)<br>(xi) | Tender Questionnaire                      |
| (xi)        | Confidential Business Questionnaire       |
| (xii) I     | Details of Sub-Contractors                |

(xiii) Request for Review Form

## TO: \_\_\_\_\_\_[Date] \_\_\_\_\_[Name of Contract] Dear Sir, In accordance with the Conditions of Contract, Specifications, Drawings and Bills of 1. Quantities/Schedule of Rates for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs.\_\_\_\_\_\_\_[Amount in figures]Kenya Shillings \_\_\_\_[Amount in words] 2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Employer's Representative's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract. We agree to abide by this tender until \_\_\_\_\_\_[Insert date], and it shall remain binding upon us and may be accepted at any time before that date. 4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us. 5. We understand that you are not bound to accept the lowest or any tender you may receive. Dated this day of 20 Signature \_\_\_\_\_in the capacity of\_\_\_\_\_ of duly authorized to sign tenders for and on behalf \_\_\_\_\_[Name of Tenderer] of \_\_\_\_\_[Address of Tenderer] Witness; Name\_\_\_\_\_

Signature

FORM OF TENDER

| Date |  |  |  |
|------|--|--|--|
|      |  |  |  |

## LETTER OF ACCEPTANCE [letterhead paper of the Employer]

|            | [date]  |
|------------|---|
| To:        |   |
| [1         | name of the Contractor]   |
| [6         | address of the Contractor]  |
| Dear Sir,  |   |
| This is to | notify you that your Tender dated   |
| for the ex | ecution of  |
| Price      | the Contract and identification number, as given in the Tender documents] for the Contract of Kshs.  [amount in figures][Keny |
|            | (amount in words) ] in accordance with the ons to Tenderers is hereby accepted.   |
| You are l  | nereby instructed to proceed with the execution of the said Works in accordance with the documents.                           |
| Authoriz   | ed Signature  |
| Name an    | d Title of Signatory  |

## FORM OF AGREEMENT

| THIS     | AGREEMENT, made the   | day of                   | 20                      |
|----------|---|--------------------------|-------------------------|
| between  | 1   | of[or whose i            | registered office is    |
| situated | at]   |                          |                         |
| (hereina | after called "the Employer") of the one part AND  |                          |                         |
|          |   | a CT a m verile a a a    | na aistana da ffi aa is |
| situated | at]   |                          | registered office is    |
|          |   |                          |                         |
| (hereina | after called "the Contractor") of the other part.   |                          |                         |
|          |   |                          |                         |
| WHERI    | EAS THE Employer is desirous that the Contractor  | executes                 |                         |
|          | 1 7   |                          |                         |
|          |   |                          |                         |
|          | and identification number of Contract ) (h  |                          |                         |
|          | [Place/location of  | -                        | •                       |
|          | ler submitted by the Contractor for the execution and   | •                        |                         |
|          | ing of any defects therein f  |                          |                         |
|          | [Amount   |                          |                         |
| C        |   | <b>L</b>                 | ,                       |
|          |   |                          |                         |
| NOW T    | THIS AGREEMENT WITNESSETH as follows:   |                          |                         |
|          |   |                          |                         |
| 4        |   |                          |                         |
|          | In this Agreement, words and expressions shall havassigned to them in the Conditions of Contract here |                          | are respectively        |
| ·        |   |                          |                         |
| 2.       | The following documents shall be deemed to form   | and shall be read and co | instrued as part of     |
|          | this Agreement i.e.   | and shall be read and ee | instruct as part of     |
|          |   |                          |                         |
| (        | (i) Letter of Acceptance  |                          |                         |
|          | <del>-</del>  |                          |                         |
| (        | (ii) Form of Tender   |                          |                         |

|                               | (iv)  | Conditions of Contract Part II and Appendix to Conditions of Contract  |  |  |  |  |
|-------------------------------|---|--|--|--|--|--|
|                               | (v)   | Specifications   |  |  |  |  |
|                               | (vi)  | Drawings   |  |  |  |  |
|                               | (vii)   | Priced Bills of Quantities/Priced Schedule of Rates[whichever is applicable]   |  |  |  |  |
| 3.                            | In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby |  |  |  |  |  |
|                               |   | ants with the Employer to execute and complete the Works and remedy any defects in conformity in all respects with the provisions of the Contract.   |  |  |  |  |
| 4.                            | comple<br>other s   | Employer hereby covenants to pay the Contractor in consideration of the execution and pletion of the Works and the remedying of defects therein, the Contract Price or such r sum as may become payable under the provisions of the Contract at the times and in the ner prescribed by the Contract. |  |  |  |  |
|                               |   | whereof the parties thereto have caused this Agreement to be executed the day and re written.  |  |  |  |  |
| The common Seal of            |   |  |  |  |  |  |
| Was h                         | ereunto   | affixed in the presence of   |  |  |  |  |
| Signed                        | l Sealed  | , and Delivered by the said  |  |  |  |  |
| Binding Signature of Employer |   |  |  |  |  |  |

(iii)

Conditions of Contract Part I

| Binding Signature of Contractor | _ |
|---------------------------------|---|
| In the presence of (i) Name     |   |
| Address                         |   |
| Signature                       |   |
| [ii] Name                       |   |
| Address                         | _ |
| Signature                       | - |

#### FORM OF TENDER SECURITY

| his                      | tender  | dated  |   |  |                                   | for                              | the Tend              | lerer") has sub<br>construction  |                         |
|--------------------------|---|--|---|--|-----------------------------------|----------------------------------|-----------------------|----------------------------------|-------------------------|
|                          |   | (name o  |   |  |                                   |                                  |                       |                                  |                         |
| at<br><br>Kshs<br>Bank b | inds its  | PEOPLE by th(h(l   | nereinafter<br>hereinafter<br>for which pa<br>ors and assig | called<br>called<br>nyment we<br>gns by thes | "the "the ll and truly e presents | Bank")<br>Employer<br>y to be ma | , are ") in de to the | bound<br>the sur<br>said Employe | unto<br>n of<br>er, the |
| THE C                    | CONDIT  | ΓΙΟΝS of this  | obligation ar   | re:  |                                   |                                  |                       |                                  |                         |
| 1.                       | If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers  Or |  |   |  |                                   |                                  |                       |                                  |                         |
| 2.                       |   | enderer, having<br>riod of tender v                            | •   | ed of the a                                  | cceptance                         | of his ten                       | der by th             | ne Employer d                    | uring                   |
| 3.                       | (a)   | fails or refuse<br>to Tenderers,                               |   |  | of Agreeme                        | ent in acco                      | ordance v             | with the Instru                  | ctions                  |
|                          | (b)   | fails or refuse<br>Instructions to                             |   | the Perform                                  | nance Sec                         | urity, in a                      | ecordanc              | e with the                       |                         |
|                          | deman<br>deman  | dertake to pay d, without the d the Employe ence of one cions. | e Employer<br>er will note t                                | having to                                    | substanti<br>nount clain          | iate his d                       | emand,<br>m is due    | provided that to him, owing      | in his g to the         |

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] |                         |

| To:  | (Name of Employer)  | (Date)   |
|--|---|--|
|  | (Address of Employer)   |  |
| Dear Sir,  |   |  |
| WHEREAS  | No dated  | 'the Contractor'') has undertaken, in to execute   |
| you with a Bank Guara  | 2 0 0   | ontract that the Contractor shall furnish sum specified therein as security for act;   |
| AND WHEREAS we ha  | ave agreed to give the Contractor such  | a Bank Guarantee:  |
| of the Contractor, up to Shillings we undertake to pay you sums within the limits of | a total of Kshs(a  u, upon your first written demand and of Kenya Shillings hout your needing to prove or to show | antor and responsible to you, on behalf amount of Guarantee in figures) Kenya (amount of Guarantee in words), and without civil or argument, any sum or (amount of Guarantee in w grounds or reasons for your demand |
| We hereby waive the presenting us with the de  |   | aid debt from the Contractor before  |
| Works to be performed to you and the Contractor                                      | thereunder or of any of the Contract de   | on of the terms of the Contract or of the ocuments which may be made between liability under this Guarantee, and we  |
| This guarantee shall be v  | valid until the date of issue of the Cert   | ificate of Completion.   |
| SIGNATURE A  | ND SEAL OF THE GUARANTOR _  |  |
| Name of  | Bank  |  |
| Address  |   |  |
| Date   |   |  |

PERFORMANCE BOND

| By<br>at]    | this      | Bond,        | We        |          | •         | whose<br>—                  | register  | ed       | office   | is         | situate | ed. |
|--------------|-----------|--------------|-----------|----------|-----------|-----------------------------|-----------|----------|----------|------------|---------|-----|
| as Pri       | ncipal (l | nereinafter  | called "t | he Con   | tractor"  | ) and                       |           |          |          |            |         |     |
| . 7          |           |              |           |          |           | _                           | vhose re  | egistere | d offic  | ce is      | situate | ed  |
| as Su        | rety (her | einafter cal | lled "the | Surety   | "), are h | neld and firm               | nly bound | l unto   |          |            |         |     |
|              |           |              |           |          |           |                             |           |          |          |            | of[or   |     |
| whose<br>at] |           | r            | egistered |          |           | office                      |           | is       | <b>.</b> |            | situate | ed  |
| as<br>Kshs.  | _         | *            |           |          |           | the Em                      |           |          |          | amo<br>ngs | unt o   | of  |
| Suret        | y bind t  |              | their he  | eirs, ex |           | of which su<br>, administra |           | _        |          |            |         |     |
|              |           |              |           |          |           | nto a Co<br>_ 20            |           |          | _        | -          |         |     |
|              |           |              |           |          |           |                             |           |          |          |            |         |     |

[name of Contract] in accordance with the Contract documents, Specifications and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a tender or tenders from qualified tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive tenderer, arrange for a Contract between such tenderer and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of

completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

The term "Balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by the Employer to the Contractor under the

Contract, less the amount properly paid by the Employer to the Contractor; or

(3) pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors and assigns of the Employer.

| •                             | s hereunto set his hand and affixed his seal<br>h his corporate seal duly attested by the sig |             | •  |
|-------------------------------|---|-------------|----|
| legal representative, this 20 |   | day         | of |
| SIGNED ON                     | SIGNED ON   | _           |    |
| On behalf of                  | On behalf of  |             |    |
| [name of Contractor]          | [name of Suret  |             |    |
| By                            | By  |             |    |
| In the capacity of            | In the capacity of  |             |    |
| In the presence of;Name       | In the presence of; Name  |             |    |
| AddressSignature              | Address Signature   | <del></del> |    |

#### BANK GUARANTEE FOR ADVANCE PAYMENT

| To:   | [name of Employer](Date)  |
|---|---|
| -   | [address of Employer]   |
| Gentlen   | nen,  |
| Ref:  | [name of Contract]  |
| We,<br>called<br><i>Employ</i><br>in an             | rdance with the provisions of the Conditions of Contract of the above-mentioned Contract,  [name and Address of Contractor] (hereinafter "the Contractor") shall deposit with   |
| uncondi<br>paymen<br>whatsoe<br>not exce<br>words], | [bank or financial institution], as instructed by the Contractor, agree tionally and irrevocably to guarantee as primary obligator and not as Surety merely, the to[name of Employer] on his first demand without ever right of objection on our part and without his first claim to the Contractor, in the amount reeding Kshs[amount of Guarantee in figures] Kenya Shillings[amount of Guarantee in such amount to be reduced periodically by the amounts recovered by you from the proceeds |
| of the V<br>betweer<br>release                      | her agree that no change or addition to or other modification of the terms of the Contract or Vorks to be performed thereunder or of any of the Contract documents which may be made [name of Employer] and the Contractor, shall in any way us from any liability under this guarantee, and we hereby waive notice of any such change, a or modification.  |
|   | ving may be made by you under this guarantee until we have received notice in writing from an advance payment of the amount listed above has been paid to the Contractor pursuant to tract.   |
| This gu   | arantee shall remain valid and in full effect from the date of the  |
| advance   | e payment under the Contract until  |
|   |   |
| Yours fa  | aithfully,  |

| Signature and Seal                        |            |  |  |  |  |  |  |  |
|---|------------|--|--|--|--|--|--|--|
| Name of the Bank or financial institution |            |  |  |  |  |  |  |  |
| Address                                   |            |  |  |  |  |  |  |  |
| Date                                      |            |  |  |  |  |  |  |  |
| Witness:                                  | Name:      |  |  |  |  |  |  |  |
|   | Address:   |  |  |  |  |  |  |  |
|   | Signature: |  |  |  |  |  |  |  |
|   | Date:      |  |  |  |  |  |  |  |

# 1. Individual Tenderers or Individual Members of Joint Ventures

| 1.1    |             | ion or legal status of<br>registration: | orporation Certificate); |   |   |
|--------|-------------|---|--------------------------|---|---|
|        | Principal   | place of business                       |                          |   |   |
|        | Power of    | attorney of signator                    | ry of te                 | ender   |   |
| 1.2    | Total ann   | ual volume of const                     | ruction                  | n work performed in tl                          | ne last five years                                |
| Year   | r           |   | Vo                       | lume  |   |
|        |             |   |                          |   |   |
|        |             | Currency                                | Valu                     | e   |   |
|        |             | -                                       | 1                        |   |   |
|        |             |   |                          |   |   |
|        |             |   |                          |   |   |
| 1.3    | the last fi |   |                          | or on works of a simila<br>of work under way or | or nature and volume over<br>committed, including |
| Projec | ct name     | Name of client                          | t Type                   | of work Value of                                |   |
|        |             | and contact                             |                          | performed and                                   | Contract  |
|        |             |   | year                     | _   |   |
|        |             | person                                  | year                     |   |   |
|        |             |   |                          | completion                                      |   |
|        |             |   |                          |   |   |
|        |             | <u> </u>                                |                          |   |   |
|        |             |   |                          |   |   |
|        |             |   |                          |   |   |

| 1.4 | Major items of Contractor's Equipment proposed for carrying out the Works. List all |
|-----|---|
|     | information requested below.  |

| Item of   | Description,         | Condition(new,                      | Owned, leased                                       |
|-----------|----------------------|-------------------------------------|---|
| Equipment | Make and age (years) | good, poor) and<br>number available | (from whom?), or<br>to be purchased<br>(from whom?) |
| (etc      |                      |                                     |   |

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

| Position        | Name | Years of experience (general) | Years of experience in proposed position |
|-----------------|------|-------------------------------|--|
| Project Manager |      |                               |  |
|                 |      |                               |  |
|                 |      |                               |  |
| (etc.)          |      |                               |  |
|                 |      |                               |  |

|   | 1.6              | Financial reports for the last five years: balance sheets, profit and loss statements, auditor's reports, etc. List below and attach copies.                                |
|---|------------------|---|
|   |                  |   |
|   | 1.7              | Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of supportive documents. |
|   | 1.8              | Name, address and telephone, telex and facsimile numbers of banks that may provide reference if contacted by the Employer.  |
|   |                  |   |
|   | 1.9              | Statement of compliance with the requirements of Clause 1.2 of the Instructions to Tenderers.   |
|   |                  |   |
|   | 1.10             | Proposed program (work method and schedule) for the whole of the Works.   |
| 2 | Joint Ver        | ntures  |
|   | The informuture. | mation listed in $1.1 - 2.0$ above shall be provided for each partner of the joint  |

- 2.1 The information required in 1.11 above shall be provided for the joint venture.
- 2.2 Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture
- 2.3 Attach the Agreement among all partners of the joint venture ( and which is legally binding on all partners), which shows that:
  - a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
  - b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and
  - c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

# TENDER QUESTIONNAIRE

|    | Please fill in block letters.  |  |  |  |
|----|--|--|--|--|
| 1. | Full names of tenderer;  |  |  |  |
| 2. | been appointed below);   | orrespondence is to be sent (unless an agent has |  |  |
| 3. | Telephone number (s) of tenderer;  |  |  |  |
| 4. | Telex of tenderer;   |  |  |  |
| 5. | tender period;   | ontacted on matters of the tender during the     |  |  |
| 6. | Details of tenderer's nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone, telex); |  |  |  |
|    |  |  |  |  |
|    |  |  |  |  |
|    |  | Signature of Tenderer                            |  |  |
|    | Make copy and deliver to:  | (Name of Employer)                               |  |  |

## **CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 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  |
|--------|--|
| Busir  | ness Name  |
| Loca   | tion of business premises; Country/Town                    |
| Plot 1 | NoStreet/Road  |
| Posta  | al Address Tel No  |
| Natu   | re of Business   |
| Curre  | ent Trade Licencee No Expiring date                        |
|        | mum value of business which you can handle at any time: K. |
| Nam    | e of your bankers  |
| Bran   | ch   |
| Part   | 2 (a) – Sole Proprietor                                    |
| Your   | name in full   |
| Natio  | onality Country of Origin                                  |
|        | enship details   |
| Give   | details of partners as follows:                            |
| 1 2    | Name in full Nationality Citizenship Details Shares        |
| 3      |  |

#### **DETAILS OF SUB-CONTRACTORS**

If the Tenderer wishes to sublet any portions of the Works under any heading, he must give below details of the sub-contractors he intends to employ for each portion.

Failure to comply with this requirement may invalidate the tender. Portion of Works to be sublet: (1) [i) Full name of Sub-contractor and address of head office: ...... (ii) Sub-contractor's experience of similar works carried out in the last 3 years with Contract value: Portion of Works to sublet: (2) ......... Full name of sub-contractor (i) and address of head office: Sub-contractor's experience (ii) of similar works carried out in the last 3 years with contract value:

Date

[Signature of Tenderer)

## LETTER OF NOTIFICATION OF AWARD

|         | Address of Procuring Entity   |
|---------|---|
| To:     |   |
|         |   |
| RE: To  | ender No  |
| This is | ender Names to notify that the contract/s stated below under the above mentioned tender have warded 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

## REPUBLIC OF KENYA

#### PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

| APPLICATION NOOF20  |  |  |  |  |
|---|--|--|--|--|
| BETWEEN   |  |  |  |  |
| APPLICANT   |  |  |  |  |
| AND   |  |  |  |  |
|   |  |  |  |  |
| Request for review of the decision of the (Name of the Procuring Entity) of             |  |  |  |  |
| dated the day of  |  |  |  |  |
| 20  |  |  |  |  |
| REQUEST FOR REVIEW  |  |  |  |  |
| I/We,the above named Applicant(s), of address: Physical                                 |  |  |  |  |
| addressFax NoTel. NoEmail, hereby request the Public                                    |  |  |  |  |
| Procurement Administrative Review Board to review the whole/part of the above mentioned |  |  |  |  |
| decision on the following grounds, namely:-   |  |  |  |  |
| 1.  |  |  |  |  |
| 2.  |  |  |  |  |
| By this memorandum, the Applicant requests the Board for an order/orders that: -        |  |  |  |  |
| 1.  |  |  |  |  |
| 2.  |  |  |  |  |
| SIGNED(Applicant)   |  |  |  |  |
| Dated onday of/20   |  |  |  |  |
| EOD OFFICIAL LIGE ONLY  |  |  |  |  |
| FOR OFFICIAL USE ONLY   |  |  |  |  |
| Lodged with the Secretary Public Procurement Administrative Review Board on day of      |  |  |  |  |
| 20  |  |  |  |  |
| SIGNED<br>Board Secre   |  |  |  |  |