

# COUNTY GOVERNMENT OF KISUMU



## **EXPRESSION OF INTEREST FOR THE AUTOMATION OF E-REVENUE SYSTEM OF COUNTY GOVERNMENT OF KISUMU**

**RFQ NO: CGK/F/EOI/01/2017-2018**

**CLOSING DATE:  
5<sup>th</sup> March 2018**

## TABLE OF CONTENTS

INTRODUCTION .....	Page <b>3</b>
SECTION I - LETTER OF INVITATION .....	4
SECTION II - INFORMATION TO CONSULTANTS.....	5
SECTION III - TERMS OF REFERENCE.....	14
SECTION IV - TECHNICAL PROPOSAL.....	15
SECTION V - FINANCIAL PROPOSAL.....	16
SECTION VI - STANDARD FORMS .....	17

## **INTRODUCTION**

1. This standard Request for Quotations (SRQ) Consultancy and Design has been prepared for use by public entities in Kenya. It has been found necessary for selection of consultancy and Designers for small assignments as required by the Standard Request for Quotations Regulations.
2. This Standard Request for Quotations Consultancy and Design shall be used for such assignments by all procuring entities.
3. The general conditions of contract in the document should not be modified and instead the special conditions of the contract may where necessary be modified by the procuring entity, for use, to reflect the unique circumstances of the particular assignment.

**SECTION II - INSTRUCTIONS TO CANDIDATES**

**Table of Contents**

	Page
2.1 Introduction.....	6
2.2 Clarification and amendments to the RFP documents.....	7
2.3 Preparation of proposals.....	7
2.4 Financial proposal.....	8
2.5 Submission receipt and opening of proposals .....	9
2.6 Evaluation of proposals (General).....	10
2.7 Evaluation of Technical proposals.....	10
2.8 Opening and evaluation of Financial proposals.....	11
2.9 Negotiations.....	12
2.10 Award of Contract.....	13
2.11 Confidentiality.....	13

## **SECTION II - INFORMATION TO CANDIDATES**

### **2.1 Introduction**

- 2.1.1 The COUNTY GOVERNMENT OF KISUMU will source for a candidate among those who submitted their tender in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The candidate are invited to submit a technical proposal and a financial proposal for consulting services required for the assignment stated in the letter of invitation (Section I)
- 2.1.3 In the assignment where the procuring entity intends to apply standard conditions of engagement and scales of fees for professional services, which scale of fees will have been approved by a relevant authority, a technical proposal only may be invited and submitted by the candidate. In such a case the highest ranked candidate in the technical proposals shall be invited to negotiate a contract on the basis of the set scale of fees. The technical proposals will be the basis for contract negotiations and ultimately for a signed contract with the selected candidate.
- 2.1.4 The candidates must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their proposals. To obtain adequate information on the assignment and on the local conditions, candidates are encouraged to liase with the procuring entity regarding any information that they may require before submitting a quotation.
- 2.1.5 The client will provide the inputs and services specified in the special conditions of contract needed to assist the candidate to carry out the assignment.
- 2.1.6 The cost of preparing the proposal and negotiating the contract including any visit to the procuring entity are not reimbursable as a direct cost of the assignment. The procuring entity is not bound to accept any of the quotations submitted.
- 2.1.7 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

## **2.2 Clarification and amendment to the RFP documents**

- 2.2.1 Candidates may request clarification of any of the RFQ (C & D) documents not later than Seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post to the procuring entity's address indicated in the special conditions of contract. The procuring entity will respond by post 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 candidates invited to submit proposals.
- 2.2.2 At any time before the deadline for submission of the proposals, the procuring entity may for any reason, either at its own initiative or in response to a clarification requested by any candidate amend the RFQ (C&D). Any amendment shall be issued in writing, fax or email to all invited candidates and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the quotations.

## **2.3 Preparation of Quotations**

- 2.3.1 The individual consultant's proposal shall be written in English language.
- 2.3.2 In preparing the Technical proposal, the candidates are expected to examine the documents consisting the RFQ (C&D) in detail. Material deficiencies in providing the information requested may result in rejection of a Quotation.
- 2.3.3 While preparing the Technical proposal, the candidate must give particular attention to the following:
- (a) If candidate considers that it does not have all the expertise required for the assignment it may suggest in the proposals other person(s) who will assist in the assignment but they will not be party to the contract for the purpose of the performance of the assignment. A candidate will not propose other candidates invited to submit quotations for the assignment. Any candidate in contravention of this requirement shall automatically be disqualified.

- (b) For all the staff who will be involved in the assignment a candidate must indicate their responsibility in the assignment and also the staff time as necessary.
- (c) The curriculum vitae (CV) of the staff proposed must be submitted with the quotation

2.3.4 The Technical proposal shall provide the following information;

- (a) the individual consultants CV and a brief of any recent experience of assignment of a similar nature. For each assignment the brief should indicate the profiles of staff involved, contract amount and the individual consultants involvement.
- (b) Any comments or suggestions on the Terms of Reference and a list of service and facilities requested to be provided by the procuring entity.
- (c) A description of the methodology and work plan for performing the proposed assignment.
- (d) Any additional information requested in the special conditions of contract.

2.3.5 The Technical proposal shall be separate from the Financial proposal and shall not include any Financial information.

## 2.4 **Financial Quotation**

2.4.1 In preparing the financial quotation, the candidate is expected to take into account the time required in completing the assignment as outlined in the RFQ (C&D). The financial quotation will therefore be quoted in fees per day or month. The financial quotation may also include other costs as necessary, which will be considered as reimbursable. It will then give the total cost of the assignment.

2.4.2 The Financial quotation should include the payable taxes.

2.4.3 The fees shall be expressed in Kenya Shillings.

2.4.4 The Financial quotation must remain valid for 30 days after the submission date. During this period the candidate is expected to keep available at his own cost any staff proposed for the assignment. The procuring entity will make best efforts to complete negotiations within

this period. If the procuring entity wishes to extend the validity period of the quotation, the candidates who do not agree, have the right not to extend the validity of their quotations.

2.4.5 The financial quotation must comply with the law governing the profession of the candidate.

## **2.5 Submission, Receipt and opening of quotations**

2.5.1 The technical proposal and the financial quotation (if required) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the candidates. Any such corrections must be initialed by the candidate.

2.5.2 For each quotation the candidates shall prepare the quotations in the number of copies indicated in the special conditions of contract. Each Technical proposal and Financial quotation shall be marked “ORIGINAL” or “COPY” as appropriate. If there are any discrepancies between the original and the copies of the quotation, 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 quotation in a sealed envelope duly marked “FINANCIAL QUOTATION. Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring entities address (COUNTY GOVERNMENT OF KISUMU P.O BOX 2738 KISUMU) and other information indicated in the appendix to the instructions to candidates and clearly marked “DO NOT OPEN before **5<sup>th</sup> March 2018 PM**” and deposited in the Tender Box at Prosperity house 2nd Floor, Kisumu County

2.5.4 The completed Technical proposal and Financial quotations must be delivered at the submission address on or before the time and date of the submission of the quotations indicated in the appendix to the instructions to candidates. Any quotations received later than the closing date for submission of quotations shall be rejected and returned to the candidate unopened. For this purpose the inner envelope containing the technical and financial quotations will bear the address of the candidate submitting the quotations.



2.5.5 After the deadline for submission of quotations the outer envelope and the technical quotations shall be opened immediately by the opening committee. The financial quotations shall be marked with the candidates number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening it.

## 2.6 Evaluation of the Quotations (General)

2.6.1 From the time the quotations are opened to the time of the contract award, if any candidate wishes to contact the procuring entity on any matter relating to the quotation should do so in writing at the address indicated in the appendix to the instructions to candidates. Any effort by an candidate to influence the procuring entity's staff in the evaluation of quotation companion proposals or awards of contract may result in the rejection of the candidate quotation.

2.6.2 The Technical evaluation committee shall have no access to the Financial quotation, which in any case will remain sealed, until the technical evaluation is concluded or finalized.

## 2.7 Evaluation of Mandatory Requirements

This is the Prequalification stage, advancement will be awarded on the basis of the submission of certain mandatory documents as follows:

s/no	DOCUMENT	√ / x
1	CERTIFICATE OF INCORPORATION/ REGISTRATION OF BUSINESS NAME	
2	CURRENT CORPORATE TAX COMPLIANCE CERTIFICATE	
3.	CORPORATE PIN CERTIFICATE	

## 2.7 Evaluation of Technical Proposals

2.7.1 The evaluation committee appointed by the procuring entity to evaluate the quotations shall carry out the evaluation of technical proposals following 2 stage criteria set out in the terms of reference based on the following points allocation method:

### STAGE 1

s/no	TECHNICAL REQUIREMENTS	POINTS
1	Details of at least three (3) major implemented revenue collection systems undertaken for different clients and recommendation letters by each client	<ul style="list-style-type: none"><li>• 5 points (for each major recruitment exercise)</li><li>• 1 point (for every recommendation letter by each client)</li></ul> <b>TOTAL 30 POINTS</b>
2.	Disclosure of ownership <ul style="list-style-type: none"><li>• Details of company shareholding</li></ul>	<ul style="list-style-type: none"><li>• 5 points</li></ul>
3	Evidence of physical address	<ul style="list-style-type: none"><li>• 2 points</li></ul>
4	Audited Accounts for the Company (or of the Lead Company in the case of joint Venture) for the last three years.	<ul style="list-style-type: none"><li>• 4 points</li></ul>
5	Curriculum Vitae (CVs) for three (3) senior most employees of the consultancy firm (lead consultants)	<ul style="list-style-type: none"><li>• 20 points</li></ul>
6	Responsiveness to stage 2 on the deliverables of the recruitment exercise	<ul style="list-style-type: none"><li>• 9 points</li></ul>

## STAGE 2

Technical item	Assigned Weights (%)	Companies to give practical and detailed explanation to earn Max marks and prepare for relevant questions regarding all items
1.	Electronic platform	5
2.	System security and backup	8
3.	System flexibility	4
4.	Provision of various e-payments options	7
5.	Interface/integration with existing systems	8
6.	Provision of e-parking	2
7.	Support for multiple revenue sources	3
8.	Online and Real time Transactions	3
9.	Rollout timelines/work plan/methodology	7
10.	Network/accessibility in all sub-counties	5
11.	Provision of SMS services	2
12.	Ability to export/import data to/from other systems	4
13.	Flexible reporting criteria	2
14.	Various supervision levels/rights –e.g. ward, sub county and headquarters	5
15.	Good and successful history in the past	4
16.	Proposed training program and knowledge transfer	5
17.	Adequate key Personnel capability- yrs	3
18.	Proof of comparable assignment -5yrs - Experience	4
19.	Presentation and solution Demo	6
20.	Site visit/reference calls	4
21.	Other relevant additional features	4

22.	Personnel levels of qualifications (Education)	4
<b>Total</b>		<b>100</b>

Total Points (B) .....100 Points

2.7.2 Any quotation which will be examined and found not to comply with all the requirements for submission of the quotations will be declared non responsive. All the quotations found to have complied with the requirements for submission of quotation shall be declared responsive by the evaluation committee

2.7.3 Each responsive quotation will be given a technical score (ST). any technical proposal which fails to achieve the total minimum score indicated in the appendix to the information to tenderers shall be rejected at this stage and will not proceed to the next stage of evaluation. The respective financial quotation will be returned to the individual consultant unopened.

## 2.8 **Opening and Evaluation of Financial Quotation**

2.8.1 After completion of the evaluation of Technical proposals the procuring entity shall notify the candidates whose proposal did not meet the minimum technical score or were declared non responsive to the RFA (C&D) and terms of reference. The notification will indicate that their financial quotations shall not be opened and will be returned to them unopened after the completion of the selection process and contract award. At the same time, the procuring entity shall simultaneously notify the candidates who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by the procuring entity for opening their financial quotations. They will also be invited to attend the opening ceremony if they wish to do so.

2.8.2 The financial quotations shall be opened by the procuring entity in the presence of the candidates who choose to attend the opening. The name of the candidate, the technical score or the technical evaluation result and the proposed fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial quotation.

2.8.3 The formulae for determining the financial score (SF) shall be as follows:

$$Sf = \frac{\{A \times 100 \times 30\}}{B}$$

Sf is the financial score  
A = the lowest fees quoted and  
B = Price quoted by each bidder lowest to the highest.  
30 = the value attached to the price evaluation

2.8.4 The candidates quotations will be ranked according to their combined technical score (st) and financial score (sf) using the weights indicated in the appendix to the candidates. Unless otherwise stated in the appendix to the instructions to candidates the formule for the combined scores shall be as follows;

$$S = ST \times T\% + SF \times P\%$$

Where

S, is the total combined scores of technical and financial scores

St is the technical score

Sf is the financial score

T is the weight given to the technical proposal and

P is the weight given to the financial quotation

Note P + T will be equal to 100%

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

## **2.9 Negotiations**

2.9.1 Negotiations will be held at the same address indicated in the appendix to the information to candidates. The purpose of the negotiations is for the procuring entity and the candidate to reach agreements on all points regarding the assignment and sign a contract.

2.9.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the candidate to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.

2.9.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the candidate whose proposal achieved the second highest score to negotiate a contract.

## **2.10 Award of Contract**

2.10.1 The contract will be awarded before commencement of negotiations. After negotiations are completed the procuring entity will promptly notify the other candidates that they were unsuccessful and return the financial quotations of the candidates who did not pass technical evaluation.

2.10.2 The selected candidate is expected to commence the assignment on the date indicated in the appendix to the instructions to tenderers or any other date agreed with the procuring entity at the time of the contract award. Both parties will sign the contract.

## **2.11 Confidentiality**

2.11.1 Information relating to evaluation of quotations and recommendations of contract award shall not be disclosed to the candidates who submitted the quotation or to other persons not officially concerned with the process, until the winning candidate has been notified that he/she has been awarded the contract.

## **SECTION III - TERMS OF REFERENCE (TOR)**

### **COUNTY GOVERNMENT OF KISUMU**



### **TERMS OF REFERENCE FOR THE AUTOMATION OF E-REVENUE SYSTEM**

#### **Introduction:**

County Government of Kisumu (CGK) was established by the current Kenyan Constitution which created 47 units as part of the devolved government structure. This constitution provided for these units to become fully operational after the 2013 general elections. CGK derives its mandate from *Chapter 11 of the Constitution* and its functions are further elaborated by the *County Government Act 2012*. Development and operations of each county is also guided by the National Development Goals (NDGs) and aspirations as embodied in Kenya Vision 2030, a development blueprint running from 2008 to 2030.

County Government of Kisumu has identified the use of ICTs as one of the key enablers for better service delivery through automation of various operations and services. One of the solutions identified in this Transformation Roadmap is an Automated Revenue Management System and Payment Solution which is expected to provide convenient payment channels for citizens and increase efficiency and effectiveness of revenue management processes.

#### **Objectives**

The main objectives of the Revenue Management System and payment solution will be to:

1. Design, develop, deploy and test a convenient, reliable and secure electronic revenue collection system capable of taking on board all revenue streams charged within the CGK's jurisdiction.
2. Incorporate cashless payment methods (Mobile, Card, E-Wallets, Portals etc) with options for cash transactions in case of system downtime.
3. Able to achieve real time transactional display, customized management dashboard and superior authentication techniques preferably a two-factor model.
4. Facilitate supervision, monitoring and enforcement of policy in revenue collection
5. To integrate with both internal and external applications currently in use at the County Government of Kisumu



The above objectives are expected to;

- (i) Enhance overall revenue collection and identify all untapped streams
- (ii) Provide alternative payment platforms to county clients
- (iii) Enhance accountability and integrity in revenue collection, handling and management
- (iv) Ease of administration and enforcement
- (v) Enhanced security provisions in collection, access, transmission and banking of revenue.

### **Scope of work;**

The scope of work will include but not limited to the following

- (i) **Automation** – The works will involve automating the collection of all documented revenue streams with provision to add new identified ones. This will be done by;
  - Providing a customized and interactive web portal/site with secure web interface preferably running on SSL/TLS Certificates. The application should be optimized for web and mobile platforms.
  - Provide option for hosting with real time mirroring and super access credentials to the county.
  - Provide digital handheld/Smart/POS devices with secure data upload mechanism to the backend system.
  - Provide a reliable, scalable and easy to use inbuilt application with minor patches/updates which can possibly interrupt the revenue collection process. The application should be easily configurable and managed.
- (ii) **Payment Platforms** – The proposed system should be able to incorporate but not limited to the following;
  - USSD – Unstructured Supplementary Service Data
  - Mobile Payment (Major Networks)
  - Magnetic Stripped Cards – Debit or Credit Cards
  - Digital Wallet Payments
  - QR Code based payment
  - Kiosks
  - Web based
  - NFC / MST (Near Field Communication / Magnetic Secure Transmission Cards)
  - Cash transactions
- (iii) **Security** – The system should put in place active and enhanced security measures in the following areas;

- **Access Control** – Two factor authentication and IP address restriction for all users. This includes web (Front & Backends) and hardware access.
  - **Web Interface** – Up to date SSL/TLS certificates
  - Periodic security patches to curb unauthorized access, infiltration and malware attacks.
- (iv) **Reports & Inquiries** – Able to produce customized and real time reports based on a criterion. Optimized loading time, able to produce in different formats i.e. PDF, MS Excel, MS Word, CSV etc
- Role based report production
  - Interactive channels for clients inquiries, settlements and clearance
- (v) **Availability** - Be online and accessible in all revenue collection centers within the county, 99.5% uptime. Easy to use for citizens and CGK staff and accessibility via different platforms such as Web, WAP, USSD, Android, Windows and other platforms
- (vi) **Training** – The service provider will oversee the training of all system users upon testing and deployment. Conduct training for CGK staff on the use and maintenance of the system. Provision of training manuals/reference materials
- (vii) **Support** – Provide 24/7/365 99.5% availability of the solution. A comprehensive Service Level Agreement (SLA). Providing a help line which users of the system can call to report any problems. Providing upgrades, troubleshooting and fixes to the solution
- (viii) **Regulations** - Compliance with existing laws and regulations including CBK and CCK regulations. The system should also compliance with globally accepted standards for systems security

### **Existing Systems**

Currently the county government of Kisumu runs the following applications;

- (i) IFMIS – Integrated Financial Management Information System running on Oracle E-Business
- (ii) IPPD – Integrated Personnel Payroll Database (PHP)
- (iii) E-SBP (Electronic Single Business Licenses)
- (iv) E-Construction Permit System
- (v) LAIFOMS
- (vi) Microsoft Dynamics NAV
- (vii) ETC

## EVALUATION CRITERIA

- (i) **Right of Acceptance and Rejection:** CGK reserves the right to accept any or all proposals and to waive any formalities, informalities, and deviations, which, in its opinion, best serve the interests of the CGK. CGK is not bound to accept your proposal.
- (ii) **Vendor Selection:** It is the intent of the CGK to select only responsible and responsive bidder.
- (iii) **Basis of Award:** An evaluation team will judge the merit of proposals received in accordance with the general criteria defined in this document. The following criteria will be taken into consideration when making evaluations of proposals.

The evaluation will be done to ascertain both technical and financial aspects. All shortlisted bidders will be subjected to preliminary evaluation comprising. The technical evaluation which will carry a total of 80% and 20% for Financial Evaluation.

Top three bidders will be subjected to further technical evaluation through real time presentation and site visit of their previous similar assignment.

### Core Features

Technical item	Assigned Weights (%)	Companies to give practical and detailed explanation to earn Max marks and prepare for relevant questions regarding all items
1.	Electronic platform	5
2.	System security and backup	8
3.	System flexibility	4
4.	Provision of various e-payments options	7
5.	Interface/integration with existing systems	8
6.	Provision of e-parking	2
7.	Support for multiple revenue sources	3
8.	Online and Real time Transactions	3
9.	Rollout timelines/work plan/methodology	7

10.	Network/accessibility in all sub-counties	5
11.	Provision of SMS services	2
12.	Ability to export/import data to/from other systems	4
13.	Flexible reporting criteria	2
14.	Various supervision levels/rights –e.g. ward, sub county and headquarters	5
15.	Good and successful history in the past	4
16.	Proposed training program and knowledge transfer	5
17.	Adequate key Personnel capability- yrs	3
18.	Proof of comparable assignment -5yrs - Experience	4
19.	Presentation and solution Demo	6
20.	Site visit/reference calls	4
21.	Other relevant additional features	4
22.	Personnel levels of qualifications (Education)	4
<b>Total</b>		<b>100</b>

The following will be assessed under each component. All information provided by bidders will be subjected to verification. Providing false information will lead to disqualification. Where applicable, bidders should provide relevant evidence.

## **SERVICE LEVEL AGREEMENT**

### **Availability**

The vendor will use all efforts to make the Revenue Management service available with a Monthly Uptime Percentage of at least 99.5%, in each case during any working month. In the event that the vendor does not meet the Service Commitment, CGK will be eligible to receive a Service Credit and will be at liberty to invoke the provisions of an Escrow Agreement.

### **SLA Reimbursement Guidelines**

The vendor will forego a percentage of fees due (maintenance and support fees) as penalty for downtime. Details will be discussed with the vendor.

### **Support Services**

The vendor will provide the following Support Services:

1. Service help desk
2. A dedicated account manager to assist with non-technical and commercial queries
3. Timely availability of any ad hoc service and/or software upgrades.

### **Help desk**

The vendor will provide a Service help desk that will be available 24/7/365 for any support or integration queries. The Help desk services will respond to any citizen service, technical questions and enquiries. The staff will be knowledgeable personnel with appropriate technical and communication skills.

They will aim to assist in resolving service issues and to impart necessary relevant technical knowledge or understanding related to the revenue management system.

Support personnel should be reachable via Telephone, Skype, email etc.

### **Response time by priority**

In the event that CGK staff identifies, or suspects a bug or non-conformance in the software, it shall be reported immediately to the vendor who will then take instant measures to confirm the situation.

In the event that the existence of a bug is confirmed, the vendor will notify CGK's technical contact within 24 hours stating the nature of the bug or non-conformance, platforms affected, any actions which should be taken by CGK, and estimated time to rectify the bug or non-conformance.

The vendor will use all best endeavors to rectify any bug or non-conformance of the software and provide an upgrade/patched version of the software in the shortest time possible.

See the Severity guideline below: 51

<b>Severity Category</b>	<b>A classification of a Problem in terms of business impact.</b>	<b>Response Time</b>
Severity Level 1	Complete failure of the Revenue Management system services	1 Business Hour
Severity Level 2	Failure of the Revenue Management system services - unable to complete less than 10% of daily transactions (as determined using the volume of previous 30 days usage of the Revenue Management system.)	4 Business Hours

Severity Level 3	Failure of the Revenue Management system services to be able to complete a specific single initiated transaction.	Within 1 Business Day
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## **ELIGIBILITY**

Interested firms are invited to send their Expression of Interest (EOI) for Consultancy services for implementation of a Cashless Revenue Collection System at all County Collection Points enclosing all necessary information to prove their capability and experience to undertake the required assignments. Firms must submit the following along with their EOI:

- i. Company profile or profiles of the consultant/companies in the consortium.
- ii. Registration documents of a Company or Joint Venture.
- iii. Key personnel Capabilities with at least fifteen (15) years' experience in relevant areas.
- iv. List of past assignments
- v. Audited Accounts for the Company (or of the Lead Company in the case of joint Venture) for the last three years.
- vi. Evidence of tax compliance with the tax authorities.
- vii. Implementation of similar projects in a county government within or outside the country with similar magnitude.

This Expression of Interest is open to consultancy firms with the requisite technical and financial capability and will be adjudicated in accordance with current Public Procurement Laws applicable in Kenya. Interested firms may form consortium or joint ventures to enable them meet the requirements of the requirements of the EOI.

This Expression of Interest (EOI) does not constitute solicitation. Kisumu County Government reserves the right to change or cancel the requirements at any time during EOI and/or solicitation process.

## **SECTION V- FINANCIAL QUOTATION (FQ)**

### **Notes on the Preparation Financial Quotation**

The financial quotation shall be prepared and submitted by the candidates. It shall contain the following.

- (a) Submission letter indicating total fees
- (b) Summary of costs
- (c) Breakdown of fees per activity
- (d) Breakdown of reimbursable costs/expenses per activity
- (e) Miscellaneous expenses

*(to be prepared by the candidate as appropriate)*

## **SECTION VI - STANDARD FORMS**

### **STANDARD CONTRACT FORM**

#### **CONSULTANCY/DESIGN**

(Lump-sum payment)

The contract form shall be completed by the procuring entity after the award of the contract and negotiation of the contract. It will be signed by both parties pursuant to the information to Candidates clause 2.10.2



## SECTION VI - STANDARD CONTRACT FORM

### CONSULANCY/DESIGN (lump-sum payments)

This Agreement, [hereinafter called “the Contract”) is entered into this \_\_\_\_\_  
\_\_\_\_\_ [insert starting date of assignment], by and between.

\_\_\_\_\_ [insert Client’s name] of [or whose  
registered office is situated at] \_\_\_\_\_ [insert  
Client’s address] (hereinafter called “the Client”) of the one part AND

\_\_\_\_\_ [insert Consultant’s name] of  
[or whose registered office is situated at] \_\_\_\_\_  
\_\_\_\_\_ [insert Consultants address ] (hereinafter called “the Consultant”) of  
the other part.

WHEREAS the Client wishes to have the Consultant perform the services  
[hereinafter referred to as “the Services”, and

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:-

1. **Services**
  - (i) The Consultant shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Service, “which is made an integral part Of this Contract.
  - (ii) The Consultant shall provide the personnel listed Appendix B, “Consultant’s Personnel,” to perform the Services.
  - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, “ Consultant’s Reporting Obligations.”
2. **Term** The Consultant shall perform the Services during the

period commencing on \_\_\_\_\_ [insert starting date] and through to \_\_\_\_\_ [insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.

**3. Payment**

**A. Ceiling**

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to Exceed \_\_\_\_\_ [insert amount]. This amount has been established based on the understanding that it includes all the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

**B. Schedule of Payments**

The schedule of payments is specified below  
*(Modify in order to reflect the output required as described in Appendix C.)*

Kshs. \_\_\_\_\_ upon signing the contract.

Kshs. \_\_\_\_\_ upon the Client's receipt of the Draft report, acceptable to the Client; and

Kshs. \_\_\_\_\_ upon the Client's receipt of the Final report, acceptable to the Client.

Kshs. \_\_\_\_\_ Total

**C. Payment Conditions**

Payment shall be made in Kenya Shillings unless otherwise specified following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below.

4. **Project Administration**
  - A. **Coordinator**

The Client designates \_\_\_\_\_  
[insert name] as Client's Coordinator; the Coordinator will be responsible for the Coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables, by the Client and for receiving and approving invoices for payment.
  - B. **Reports**

The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the Course of the assignment and will constitute the basis for the payments to be made under paragraph 3.
5. **Performance Standards**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
6. **Confidentiality**

The Consultant shall not, during the term of this Contract and within two years after its expiration Disclose any proprietary or confidential Information relating to the Services, this Contract Or the Client's business or operations without the Prior written consent of the Client.
7. **Ownership of Material**

Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. **Consultant Not to be Engaged in certain Activities** The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant 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.
  
9. **Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
  
10. **Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
  
11. **Law Governing Contract and Language** The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English language
  
12. **Dispute Resolution** Any dispute arising out of the Contract which cannot be amicably settled between the parties shall 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.

For the Client

For the Consultant

Full name \_\_\_\_\_

Full name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# REQUEST FOR REVIEW FORM

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 of .....20.....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...

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**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of  
.....20.....

**SIGNED**  
**Board Secretary**