

**COUNTY GOVERNMENT OF KISUMU
DEPARTMENT OF EDUCATION, ICT & HRD**



OPEN TENDER

**REQUEST FOR PROPOSAL FOR ICT POLICY
FORMULATION**

TENDER NO. CGK/ ED/HCD/ICT/2020-2021/006

NEG No. 846590

CLOSING DATE: 19th February 2021 2021 AT 12:00 NOON

JANUARY 2021.

**ALL CANDIDATES ARE ADVISED TO READ CAREFULLY THIS TENDER DOCUMENT
IN ITS ENTIRETY BEFORE MAKING ANY BID.**

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SECTION I: INVITATION TO TENDER

29th February 2021

NEG No. 846590

1.1 The County Government of Kisumu herein abbreviated as CGK invites bids from eligible tenderers for **PROVISION OF ICT POLICY FORMULATION TENDER NO. CGK/ ED/HCD/ICT/2020-2021/006**

A complete set of tender documents may be downloaded by interested candidates free of charge from www.kisumu.go.ke or IFMIS tenders portal.

1. A complete set of tender documents containing detailed information may be down loaded from the County Government of Kisumu website www.kisumu.go.ke or from the County's IFMIS Tender Portal www.supplier.treasury.go.ke for free. Bidders are advised to sign a tender register at the ICT Director's Office before the tender closing date.

2. Prices quoted should be inclusive of all taxes and delivery costs and must be expressed in Kenya shillings and shall remain valid for a period of **120 days** from the closing date of the tender.

3. Tenders must be accompanied by a **Tender Security of 2% of the tender sum**, valid for **120 days**. Failure to attach the Tender Security will lead to automatic rejection of the tender. **And original should be deposited at the director's office before 19TH February 2021 at 12.00 NOON**

4. Note that submission should be online and Completed Tender Documents in plain sealed envelopes marked with the tender number and title should be deposited in the Tender Box located at the 2nd Floor of the Prosperity House, before 19TH February 2021 at 12.00 NOON. Late bids will not be accepted and will be returned unopened.

5. Completed tender documents are to be enclosed in plain sealed envelopes (separated as technical proposal and financial proposal), marked with the tender number and be deposited in the **Tender box** provided on **Second (2nd) Floor of County Headquarters** addressed to:

**The County Secretary,
County Government of Kisumu
P.O BOX 2738-40100, Kisumu,
Prosperity House, 2nd Floor,**

6. Tenders will be opened immediately thereafter, i.e. on **19th February 2021 at 12.00 noon** in the presence of the tenderers representatives who may choose to attend the opening at the **County Government of Kisumu Head Office**.

HEAD OF SUPPLY CHAIN
COUNTY GOVERNMENT OF KISUMU

1.5 Tenders will be opened promptly thereafter.

1.6 All tenderers whose applications will have been received before the closing date and time will be advised of the results of their applications.

1.7 Prices quoted should be inclusive of all taxes and delivery costs to the required site (where applicable) and must be in Kenya Shillings and shall remain valid for One Hundred and Twenty (120) days from the closing date of the tender.

SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

2.1.1. This invitation is open to all Tenderers eligible as described in the instructions to Tenderers. Successful Tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2. CGK employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the CGK to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3 Contents of tender documents

2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender Price schedules
- vii) Contract form
- viii) Confidential business questionnaire form
- ix) Tender security form
- x) Performance security form
- xi) Declaration form

2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required

by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Documents

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

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

2.5 Amendment of documents

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

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

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

2.6 Language of tender

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language.

2.7 Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule
- (b) Documentary evidence established in accordance with Clause 2.23.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12.1 & 2.12.2
- (d) Confidential business questionnaire.

2.8 Form of Tender

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

2.9 Tender Prices

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

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

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

2.9.4 Contract price variations may be allowed for contracts exceeding one year (12 months)

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

2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications

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

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

2.12 Tender Security

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

2.12.2 The tender security shall be in the amount of Kshs 2% of the quoted amount

2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.2. The tender security shall be denominated in a Kenya Shillings, Bank guarantee.

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive.

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

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.23, and furnishing the performance security, pursuant to paragraph 2.26.

2.12.7 The tender security may be forfeited:

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

validity specified by CGK on the Tender Form; or

(b) In the case of a successful tenderer, if the tenderer fails:

(i) to sign the contract

or

(ii) to furnish performance security

(c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 90 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

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

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER**," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as **“ORIGINAL”** and **“COPY.”** and **financials enclosed in a different envelope (form of tender and price schedule).**

(a) be addressed to the Procuring entity at the address given in the invitation to tender.

(b) bear, tender number and name in the invitation to tender and the words: **“DO NOT OPEN BEFORE** (19th February 2021 at 12:30 pm.),” The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

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

2.15.2 If the outer envelope is not sealed and marked as required by paragraph 2.15.1, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 1.4 no later than **(19th February 2021, 12.00 Noon)**

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

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

2.17 Modification and withdrawal of tenders

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

2.17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.14 & 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.7.

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

2.17.6 The 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.

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **CGK, ICT Boardroom located on 8th floor of Prosperity House, County Headquarters, Kisumu (19th February 2021, 12.00 Noon)**. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

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

2.19 Clarification of tenders

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

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

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

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

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

2.20.3 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's

responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.4 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Evaluation and comparison of tenders

2.21.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

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

2.21.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in mandatory requirements and in the technical specifications:

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

2.21.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) Operational Plan

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

(b) Deviation in payment schedule

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

2.21.4 The tender evaluation committee shall evaluate the tender within **30 days from the date of opening the tender.**

2.21.5 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) 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.

2.22 Contacting the procuring entity

2.22.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.22.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.23 Award of Contract

(a) Post qualification

2.23.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily. This may include site visit to verify the tenderers information at its own discretion.

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

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

(b) Award Criteria

2.23.4 Subject to paragraph 2.21 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.23.5 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

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

2.24 Notification of award

2.24.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.24.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.21. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.24.3 Upon the successful Tenderer's furnishing of the tender security, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.25 Signing of Contract

2.25.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.25.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.25.3 The parties to the contract shall have it signed within 21 days from the date of notification of contract award unless there is an administrative review request. The contract shall include a detailed service level agreement.

2.26 Performance Security

2.26.1 Within fourteen (14) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.26.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.27 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.27 Ethical Code and Professionalism

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

2.27.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

2.27.4 The successful tenderer will at all-times and purpose, regard as strictly confidential all knowledge and information not within the public domain which may be acquired in the course of carrying out this assignment and the information shall not be directly or indirectly disclosed to any person whatsoever, except with the written permission of the Client.

2.27.5 The Successful tenderer will also waive all copyrights of documents, data and information prepared as part of this assignment in favor of CGK.

APPENDIX I: INSTRUCTIONS TO THE TENDERERS

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.11	The tender is open to all Registered companies or businesses, who have appropriate and valid accreditations to offer Services in Kenya.
2.1.3	Declaration of No Conflict of Interest is provided for in the Confidential Business Questionnaire.
2.3.	The tender document can be downloaded for free from the county's official website i.e. www.kisumu.go.ke
2.9	Tender prices may be quoted in Kenya Shillings or the equivalent in freely convertible currency.
2.13	Tender Validity Period 120 days from closing date of the tender.
2.14.1	Tenderer must submit two copies of tender documents with financials enclosed in a separate envelope and must be submitted in the format provided in the FORM OF TENDER and PRICE SCHEDULE
2.16.3	Bulky tenders shall be submitted at CGK, Supply Chain Office, County Headquarters, 2 nd Floor Wing C BEFORE 12.00noon 19th February 2021 Noon

SECTION III: GENERAL CONDITIONS OF CONTRACT

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3.1 Definitions

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

“The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

“The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.

“The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.

“The Procuring entity” means the organization sourcing for the services under this Contract.

“The contractor means the individual or firm providing the services under this Contract.

“GCC” means general conditions of contract contained in this section

“SCC” means the special conditions of contract

“Day” means calendar day

“IT” Information Technology

3.2 Application

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

3.3 Standards

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

3.4 Use of Contract Documents and Information

3.4.1 The Tenderer shall not, without CGK’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the CGK in connection therewith, to any person other than a person employed by the Tenderer in the performance of the Contract.

3.4.2 The Tenderer shall not, without the CGK’s prior written consent, make use of any document.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 3.5. shall remain the property of the CGK and shall be returned (all copies) to the CGK on completion of the Tenderer’s performance under the Contract if so required by the CGK.

3.5 Patent Right’s

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

3.6 Performance Security

3.6.1 Within fourteen (14) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer’s failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of Bank guarantee.

3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer’s performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections

3.7.1 The Procuring entity or its representative shall have the right to evaluate the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 Should any inspected services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.8 Payment

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

3.9 Prices

Prices/ rates charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices / rates by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

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

3.11 Termination for Default

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

if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.

if the tenderer fails to perform any other obligation(s) under the Contract.

if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

3.12 Termination of insolvency

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

3.13 Termination for convenience

3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

3.15 Governing Language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.16 Force Majeure

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

3.17 Applicable Law

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

3.18 Notices

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

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

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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

4.2 Special conditions of contract with reference to the general conditions of contract.

Special Conditions of Contract
Provision of ICT Policy Formulation Consultancy for the County Government of Kisumu shall be a one-off service.
The payment terms are that payment shall be made within thirty (60) days from the date of provision of service and invoicing.
Prices charged by the Tenderer for services performed under the Contract shall not, except for any price adjustments authorized in Special Conditions of Contract, vary from the prices by the Tenderer in its tender. All prices quoted by the Tenderers must be inclusive of all taxes, discounts and delivery costs to Nairobi, Kenya
The activity/work schedule should not take longer than 60 calendar days from the Date of signing the contract.

SECTION V: TERMS OF REFERENCE

5.1 Background

VISION

“A prosperous and dynamic County that is a harbor of excellence”

MISSION

To transform the livelihood of the people of Kisumu county on a foundation of integrity through accountable, efficient and effective leadership that invokes participation and pursuit of quality services, for a prosperous county that is a harbor of excellence.

5.2 Background Information

The main implementer of this policy shall be the ICT Directorate in conjunction with other departments with the aim of fulfilling the County’s vision. The proposed County ICT Policy should be consistent with the National ICT Policy.

The roles of ICT include:

- (a) To develop ICT policies, guidelines and standards
- (b) To supervise and ensure compliance of ICT policies, standards and other guidelines
- (c) To setup and design the ICT infrastructure
- (d) To advise and ensure that procurement of ICT related equipment and systems are in compliance with existing policies, guidelines and standards
- (e) To offer training on utilization of ICT resources.
- (f) To support and regulate maintenance of ICT equipment
- (g) To setup access controls and security systems to ensure safety of the county assets.
- (h) To setup data storage, backup and recovery centers to ensure data security and availability
- (i) To design, develop and equip ICT Hubs, training centers and service delivery centers

5.3 Objectives of the assignment

The objectives of the County ICT policy shall include but not limited to:

- (a) To ensure ICT plays a key role as an enabling tool in addressing gaps towards achieving efficient service delivery.
- (b) To utilize and integrate ICT in achieving MDGs
- (c) To digitize and automate internal processes and procedures for efficient

and effective service delivery

(d) To create an innovative environment and offer trainings that promotes utilization of ICT tools and resources for creation of more job opportunities.

(e) To provide a secure environment for economic growth through the use of technology

5.4 Scope of work or services of the assignment

(a) To develop ICT Policy formulation work plan and road map

(b) To develop an implementation plan for the ICT Policy

(c) To advice the County Government of Kisumu in matters of ICT Policy

(d) To give progress report on the development of the ICT Policy

(e) To evaluate and identify gaps in the existing systems, processes and procedures within CGK

(f) To hold periodic policy development review meetings with the County Government of Kisumu and other stakeholders

(g) To train and sensitize the ICT Directorate on the policy scope

5.5 Policy guidelines:

The policy guidelines shall contain but not limited to

a) ICT Standards Ownership

b) Data ownership

The email/electronic messaging systems are county property. All messages stored in county provided electronic messaging system(s) or composed, sent or received by any employee or non-employee are the property of the county.

c) Consumable and Non consumable

The policy should spell out which equipment are consumable and non-consumable.

d) Email and instant messages

The policy shall appropriate guidelines for productively utilizing the county's email system and instant messaging technology. All messages composed and/or sent using county provided electronic messaging resources must comply with county policies regarding acceptable communication, cyber security laws and Article 27 of the Kenyan Constitution.

e) Internet usage

This policy provides an appropriate guideline for accessing and utilizing the Internet through the county's network.

f) Password security

Provide guidelines in appropriate management of official passwords to maintain adequate security and integrity of all of the county's ICT systems.

g) Intranet usage

The county Intranet is a proprietary web based source of content, knowledge base, and process tool for our internal employees and managers. Security measures have been established to allow county employees access appropriate sections of the county's Intranet to assist in their efforts in conducting County business

h) IP Phone usage

The policy shall include appropriate ways to the use of the county's office phone system in order of maximum productivity and cost effectiveness in usage of this county asset.

i) Software audit

ICT Department shall conduct periodic audits of all county owned PCs, including laptops, to ensure the county is in compliance with all software licenses.

j) Network Access & Permissions

i) Each user will have only one personal identification code (User ID/user name and password) with necessary access levels and privileges.

ii) User IDs will be consistent in structure i.e. the first letter of the first name and last name, all in lower cases (ignoring middle names).

iii) If this combination conflicts with another user, then the first letter of second name will be used as the second letter of the user ID. If the officer does not have other names, then letter 'a' through 'z' will be used so that user ID is unique within Kisumu County access systems.

iv) All devices will require access credentials (user ID and password) to be accessed over the network. Guidelines on structure of user IDs and passwords will be provided by ICT Directorate.

v) Users will be responsible for the confidentiality of their access credentials and prevention of any unauthorized access to ICT equipment. Any attempt to use other users' credentials to gain access to network resources is strictly disallowed. Any account found to be compromised or shared shall be discontinued and a new one issued where necessary.

vi) Only authorized personnel are allowed access to ICT resources

k) Website Usability

l) Data Security & Backups

m) Procurement of ICT related equipment, systems and devices

5.6 TECHNICAL PROPOSAL (TP) - (To be prepared by the candidate as appropriate)

The technical proposal shall be prepared and submitted by the candidates. It shall contain the following:-

(a) Submission letter

(b) Comments and suggestions of the consultant on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity.

- (c) Description of the methodology and work plan for performing the assignment
- (d) Description on the methodology that will be used to conduct stakeholders meetings
- (e) Description on legislative process and implementation plan
- (f) The proposed key staff for the assignment

5.7 FINANCIAL QUOTATION (FQ) - 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)

The Schemes expectations from the consultant for this assignment are to:

- i) Carry out an initial strategic analysis of the County with an in-depth review of the internal and external business environment of the ICT function.
- ii) Review and assess the current corporate strategy and identify how ICT should drive its implementation.
- iii) Review and document the business processes for each department and clearly identifying all business requirements and the role of ICT in enhancing the effectiveness and efficiency of the processes.
- iv) Undertake benchmarking of best practice in terms of innovations, cyber security, digital strategy, emerging technologies, regulations and market trends in terms of ICT strategy.
- v) Jointly with CGK and other stakeholders, develop an ICT policy that includes ICT Goals and Objectives, ICT governance framework, ICT Targets and Operational Efficiency.
- vi) Jointly with CGK, develop an indicative budget that will guide in the resource allocation for the strategy.
- vii) Develop a design and architecture of the roadmap together with the monitoring and evaluation mechanisms to aid in the implementation of the ICT Policy.
- viii) Identify the ideal skills sets required for an effective discharge of the ICT functions including identification of shortfall and mechanisms for bridging the same.

- ix) Identify and document all risks that may arise during the implementation of the ICT strategy and opportunities that can be bearded from them.
- x) Regular reporting as agreed by both parties to allow CGK to monitor and evaluate the progress of the consultant.
- xi) Advice on any other incidental matters to the above responsibilities.

(a) Deliverables

- i) Inception Report and Initial Work Plan
- ii) Key Stakeholders Workshop to develop ICT Policy
- iii) Benchmarking Report
- iv) ICT policy implementation Plan
- v) ICT Policy Budget
- vi) Skills, Human Resource Requirements and Training Report for ICT Policy
- vii) Risks and Opportunity from the ICT Policy report
- viii) End of Consultancy Report

(b) Duties of the County

CGK shall furnish the Consultant with design brief/wish list for the project. In addition the CGK shall

- i) Be responsible for; liaison between the Consultant and monitoring of the consultancy service;
- ii) Review reports/documents submitted by the consultant and give feedback to the consultant accordingly as provided for in the TORs; and
- iii) Provide the consultants with any other relevant assistance that may be required during the execution of the contract.

c) Duties of the Consultant

The consultant will:

- i) Operate from its offices other than in exceptional situations and provide own manpower, work facilities, equipment, stationery, supplies and all operational requirements to carry out the assignment and provide the services required;
- ii) Hold in liaison with CGK stakeholders meetings where applicable
- iii) Ensure that there is high quality of service rendered;
- iv) Liaise with the CGK on a regular basis in order to report progress; communicate, in writing, to CGK on any issues and/or concerns that may affect performance of the consultancy in the course of the assignment; and
- v) Produce and submit acceptable reports to CGK and perform activities mentioned in the TOR within the agreed timelines.

5.8 Tender Responsiveness Criteria

The following criteria shall be used in the evaluation of all bidders participating in this tender.

Criteria	Maximum Score/Requirement	Cut Off Mark
Mandatory Requirements	Mandatory	All must be met
Technical Evaluation	Max is 100 to be weighted at 80	Pass mark is 75/100
Financial Evaluation	Weighted at 20	

Technical and Financial will be both combined to give the total score and the tenderer with the highest combined score will be considered for award.

Determination of tender responsiveness and the following requirements are Mandatory to be submitted by bidder to be evaluated further.

a) Mandatory requirement

No.	Description of Criteria
1.	Submission of Tender Documents 2 copies (online, original and copy) Financials proposal enclosed in a separate envelope.
2.	Mandatory documents a) Attach certified copy of Registration of Business/Certificate of Incorporation b) Certified Copy of CR 12 not older than three months from tender closing date. c) Proof of office existence (<i>Rent receipt, utility bills, copies of legal ownership document, dully signed and stamped lease agreement</i>)

	d) Duly filled, signed and stamped Confidential Business Questionnaire and anticorruption declaration.
3.	Proof of Five (5) years existence Copy of certificate of incorporation.
4.	References. Five (5) reference letters for similar services offered within the last five years to reputable public institutions and organizations
5.	Social Obligations Submit current and Valid Tax Compliance Certificate. (valid at least up to the tender opening date)
6.	Tender Security Bid bond of 2% of the sum tendered amount and must remain valid 90 days after tender opening

b) **Technical evaluation**

The documents submitted will be evaluated for suitability and awarded marks which will contribute to a maximum 80% of the total tender evaluation.

No.	Description of criteria	Max. score
1	Company Profile - A detailed company profile indicating experience mainly in IT strategy and policy development. Please attach relevant LPOs or award letters from reputable organizations complementing experience in IT strategy/policy development. a) 2-3 year – 10 marks b) 4years and above-15 marks	15
2	Team Lead/Managerial Competency (Provide certified CV and Copies of academic and professional certificates) Post graduate degree 15 marks Undergraduate degree 10 marks Relevant IT professional qualification 5 marks	15
3	Professional Competency 2 Assistants consultant (Provide certified CV and copies of academic and professional certificates) a) Undergraduate degree/ diploma in IT related field 10 and 5 marks respectively b) Relevant IT professional qualification 5 marks	15
4	Financial Capability The average turnover of the entity for the last three fiscal years. To submit signed and stamped audited financial statements for the last three years. Unaudited financial statements will score zero. Average turnover above Kshs. 15 million 10 Marks Between Kshs. 10 – 15 million 7 Marks Between Kshs. 5 – 10 million 5 Marks Below Kshs. 5 Million 3 Marks	15
5	Methodology	15

	Proposed approach and methodology to be adopted for the assignment including tools to be used, estimated time and report architecture a) Planning and information gathering 2.5 Marks b) Conformity and understanding of the terms of reference 5 marks c) Finalization and reporting 2.5 Marks d) Work plan and activity schedule 5 Marks	
6	Referees The bidder to provide five recommendation letters from previous clients within the last five years of similar assignments (6 marks for each year's proof)	30
	Total Score	100

Tenderers will proceed to the financial evaluation stage if they score a minimum of 75 marks and above in the criteria. Technical will carry a weighting of 80%.

c) Description of the Methodology and Work plan for Performing the Assignment

Provide a section on **Approach, Methodology and Work plan** for performing the assignment that should include:

- i. Technical Approach and Methodology,
- ii. Work Plan, and
- iii. Organization and Staffing,

(a) **Technical Approach and Methodology:** In this chapter the Consultant should explain his /her understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. The Consultant should highlight the problems being addressed and their importance and explain the technical approach the Consultant would adopt to address them. The Consultant should also explain the methodologies proposed to adopt and highlight the compatibility of those methodologies with the proposed approach.

(b) **Work Plan:** In this chapter the Consultant should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by CGK, and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports and tables to be delivered as final output, should be included here. The work plan should be consistent with the "ACTIVITY (WORK) SCHEDULE FORM" below.

(c) **Organization and Staffing:** In this chapter the Consultant should propose the structure and composition of the Consultant’s team. The Consultant should list the main disciplines of the assignment, the key personnel responsible, and proposed technical and support staff. In addition to describing the structure and composition of the Consultant’s team, the Consultants shall summarize it on the **Staffing Form** below.

d) Team Composition and Task Assignments

STAFFING FORM

No.	Name of Key Personnel	Position	Tasks	Time required for assignment
1		Team Leader		
2		Assistant Consultant		
3		Assistant Consultant		
4				
5				
	Name of Non-Key Personnel			
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

e) Activity Time Schedule for the Assignment

The Consultant will prepare an activity schedule that will take care of all phases of the assignment, i.e. document review, field work and assembling of information and writing the reports. The Consultant will organize work Teams and time table to complete this field work, including all associated travel/field costs. To this end, the Consultant will prepare an activity that would closely follow (but not necessarily be same as) the “Activity (Work) Schedule Format” below. The Consultant should derive these activities from the TOR, e.g., Inception Report, field work, monthly reports, draft report, final report, etc. in sufficient detail.

f) Financial evaluation

The Financial proposals of qualified firms will be opened and checked for any arithmetical errors and any anomalies.

- The opening date of the financial proposal shall be the date indicated in the notification letter to technically compliant bidder(s).
- The Total Percentage price MUST be indicated on the financial proposal submission form which is duly signed and stamped by the consultant.

Successful bidder will be the highest combined score and Successful bidder may be invited by the CGK for Negotiations

SECTION VII - PRICE SCHEDULE FOR CONSULTANCY FEES (Break Down to be included with financial proposal)

Name of Tenderer _____ Tender _____
 Number _____

NO.	IT POLICY FORMULATION PROCESSES	AMOUNT INCLUSIVE OF VAT & RELATED TAXES
1.		

Note:

In case of discrepancy between unit price and total, the unit price shall prevail

Bidder's Signature ----- Official Stamp -----

Date -----

SECTION VIII - STANDARD FORMS

Notes on the Sample Forms

- i) **Form of Tender:-** The form of tender must be completed by the Tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the Tenderer.
- ii) **Confidential Business Questionnaire Form:-** This form must be completed by the Tenderer and submitted with the tender documents
- iii) **Tender Security Form:-** When required by the tender documents the tenderer shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
- iv) **Contract Form:-** The Contract Form shall not be completed by the Tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
- v) **Performance Security Form:-** The performance security form should not be completed by the Tenderers at the time of tender preparation. Only the successful Tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity
- vi) **Bank Guarantee for Advance Payment Form:-** When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.

8.1 FINANCIAL PROPOSAL [Date]

To:

The County Secretary,
County Government of Kisumu,
P.O Box 2738-40100, Kisumu

Dear Sir,

1. Having examined the tender documents including Addenda

Nos. [insert numbers]. the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide

..... (insert service description) in conformity

with the said tender documents for the sum of
..... (total tender amount in words

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

2. We undertake, if our proposal is accepted, to provide IT Strategy Formulation in accordance with the conditions of this tender.

3. We agree to abide by this tender for a period of 120 days from the date fixed for tender opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. This tender, together with your written acceptance thereof and your notification of award, shall constitute a basis signing of the contract by both parties.

5. We understand that the Board of Trustees is not bound to accept the lowest or any proposal they receive.

Yours faithfully,

[Authorized Signature and stamp]

[Name and Title of Signatory]

9.0 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the indicated in Part 1; either Part 2(a), 2(b) or

2 (c) whichever applies to your type of business; and Part 3. **You are advised that it is a serious offence to give false information on this form.**

No.	Part 1 – General			
	Business Name:			
	Location of Business Premises			
	Plot No:	Street/Road:		
	Postal Address:	Tel No:		
	Nature of Business:			
	Registration Certificate No.:			
	Maximum Value of Business which you can handle at any one time – Kshs.:			
	Name of your Bankers:	Branch:		
	Part 2 (a) – Sole Proprietor			
	Your Name in Full:	Age		
	Citizenship Details:			
	Part 2 (b) Partnership			
	Given details of Partners as follows:			
	Na me	Nationali ty	Citizensh ip details	Shares
	Part 2 (c) – Registered Company			
	Private or Public			
	State the Nominal and Issued Capital of Company-			
	Nominal Kshs.			
	Issued Kshs.			
	Given details of all Directors as follows			
	Na me	Nationali ty	Citizensh ip details	Shares

Part 3 – Eligibility Status

3.1 Are you related to an Employee, Committee Member or Board Member of CGK?

Yes _____ No

3.2

If answer in „3.1“ is **YES** give the relationship.

.....

.....

.....

.....

3.3 Does an Employee, Committee Member, Board Member of CGK sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures?
Yes No

3.4 If answer in „3.3“ above is **YES** give details.

3.5	Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in The past directly or indirectly with a firm or any of its affiliates that have been engaged by CGK to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods
3.6	If answer in „3.5“ above is YES give details.

3.7	Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES _____
3.8	If answer in „3.7“ above is YES give details:
3.9	Have you offered or given anything of value to influence the procurement process? Yes
3.10	If answer in „18“ above is YES give details
3.11	Disclosure of any litigation within the last three years.? Yes No

If Yes. Please give details
.....
.....
.....

I DECLARE that the information given on this form is correct to the best of my knowledge and belief.

Date Signature of Candidate

If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

10 ANTI CORRUPTION DECLARATION PLEDGE

I/We (Name of the firm/Bidder) declare that I/We recognize that Public Procurement and disposal is based on a free and fair competitive tendering process which should not be open to abuse. I/We..... declare that I/We..... will not offer or facilitate, directly or

indirectly, any inducement or reward to any public officer, their relations or business associates, in accordance with the tender No.....for or in the subsequent performance of the

contract if I/We am/are successful. Signed
by..... Chief

Executive Officer or authorized representative.

8.3 TENDER SECURITY FORM

Whereas [name of the tenderer]

(hereinafter called "the tenderer") has submitted its tender dated.....[date of

submission of tender] for the provision of

[name and/or description of the services]

(Hereinafter called "the Tenderer")

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of procuring entity] (Hereinafter called "the Bank") are bound unto.....

[CGK] (Hereinafter called "the

procuring entity") in the sum of for which payment well and truly to be

made to the said Procuring entity, the Bank binds itself, its successors, and assigns by

these presents. Sealed with the Common Seal of the said Bank this day of 20 _____

· _____

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or

2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

(a) fails or refuses to execute the Contract Form, i f

required; or

(b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will

note that the turnout claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

11 PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS..... [name of tenderer]

(hereinafter called "the tenderer") has undertaken, in pursuance of Contract No.

[reference number of the contract] dated _____ 20 to

supply.....

[Provision of IT Strategy Formulation Consultancy] (Hereinafter called "the contract")

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

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

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of
[amount of the guarantee in words and figures],

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

.....

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

This guarantee is valid until the _____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

12 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS)

SIGNED FOR ACCOUNTING OFFICER

13 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) ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

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

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

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED

Board Secretary