

**REPUBLIC OF KENYA**



**KILIFI COUNTY ASSEMBLY**

**TENDER NO: CAK/018/2020-2021**

**FOR  
SUPPLY, INSTALLATION, IMPLEMENTATION, CONFIGURATION, TRAINING,  
COMMISSIONING, MAINTENANCE AND SUPPORT OF LEGISLATIVE  
MANAGEMENT SYSTEM**

**OPEN TO ALL ELIGIBLE FIRMS**

**TENDER SUBMISSION DEADLINE: 27<sup>TH</sup> JANUARY 2021**

## TABLE OF CONTENTS

|              |   | PAGE  |
|--------------|---|-------|
| SECTION I    | INVITATION TO TENDER .....                                    | 3-4   |
| SECTION II   | INSTRUCTIONS TO TENDERERS.....                                | 5-17  |
|              | Appendix to Instructions to Tenderers .....                   | 18    |
| SECTION III  | GENERAL CONDITIONS OF CONTRACT.....                           | 19-24 |
| SECTION IV   | SPECIAL CONDITIONS OF CONTRACT.....                           | 25    |
| SECTION V    | QUALIFICATION REQUIREMENTS AND TECHNICAL SPECIFICATIONS ..... | 26-37 |
| SECTION VI   | SCHEDULE OF REQUIREMENTS.....                                 | 38-48 |
| SECTION VIII | STANDARD FORMS.....   | 49    |
|              | 8.1 FORM OF TENDER.....                                       | 50-51 |
|              | 8.2 PRICE SCHEDULE OF GOODS.....                              | 52-53 |
|              | 8.3 CONFIDENTIAL BUSINESS QUESTIONNAIRES FORMS.....           | 54-57 |
|              | 8.4 TENDER SECURITY FORM.....                                 | 58    |
|              | 8.5 MANUFACTURER'S AUTHORIZATION FORM.....                    | 59    |
|              | 8.6 CONTRACT FORM.....  | 60    |
|              | 8.7 PERFORMANCE SECURITY FORM.....                            | 61    |
|              | 8.8 SAMPLE LETTER OF NOTIFICATION.....                        | 62    |
|              | ANNEX 1: SAMPLE TEMPLATE .....                                | 63-64 |

SECTION I: INVITATION TO TENDER

Date

M/S

**RE: SUPPLY, INSTALLATION, IMPLEMENTATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF LEGISLATIVE MANAGEMENT SYSTEM**

(TENDER NO: CAK/018/2020-2021)

The County Assembly invites sealed bids from all eligible firms for

**SUPPLY, INSTALLATION, IMPLEMENTATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF LEGISLATIVE MANAGEMENT SYSTEM** as per the Requirements specification sheet and qualifications requirements attached to this Tender Document.

Interested Bidders may obtain further information and inspect the Tender Document for free from the Procurement Office on ground Floor, assembly building or download the same from Assembly's Website; [www.kilifiassembly.go.ke](http://www.kilifiassembly.go.ke)

Duly completed tender documents and attachments should be scanned and be submitted online on the IFMIS portal so as to be received on or before 27<sup>th</sup> January, 2021.

Tenders will be opened immediately thereafter in the presence of the Candidates who choose to attend or their representatives, at KILIFI COUNTY ASSEMBLY conference room.

Prices quoted should be net inclusive of all taxes for supply, delivery & configuration of the equipment and must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.

The County Assembly reserves the right to accept or reject any tender and does not bind itself to accept the lowest or any tender.

**CLERK**  
**KILIFI COUNTY ASSEMBLY**

**SECTION II - INSTRUCTIONS TO TENDERERS**

|   | Page |
|---|------|
| Eligible tenderers.....   | 6    |
| Eligible goods.....   | 6    |
| Cost of tendering.....  | 6    |
| Contents of Tender document.....                                      | 7    |
| Clarification of documents.....                                       | 7    |
| Amendment of documents.....   | 7    |
| Language of tender.....   | 8    |
| Documents comprising the tender.....                                  | 8    |
| Tender forms.....   | 8    |
| Tender prices.....  | 8    |
| Tender currencies.....  | 9    |
| Tenderers eligibility and qualifications.....                         | 9    |
| Goods' eligibility and conformity to tender documents .....           | 9    |
| Tender security.....  | 10   |
| Validity of tenders.....  | 11   |
| Format and signing of tenders.....                                    | 11   |
| Sealing and marking of tenders.....                                   | 12   |
| Deadline for submission of tender .....                               | 12   |
| Modification and withdrawal of tenders.....                           | 13   |
| Opening of tenders.....   | 13   |
| Clarification of tenders.....   | 13   |
| Preliminary examination.....  | 14   |
| Conversion to single currency.....                                    | 14   |
| Evaluation and comparison of tenders.....                             | 14   |
| Contacting the County Assembly .....                                  | 15   |
| Award of contract.....  | 15   |
| Post qualification.....   | 15   |
| Award criteria.....   | 15   |
| County Assembly right to vary quantities.....                         | 15   |
| County Assembly right to accept or<br>reject any or all tenders ..... | 16   |
| Notification of award.....  | 16   |
| Signing of contract.....  | 16   |
| Performance security.....   | 16   |
| Corrupt or fraudulent practices.....                                  | 17   |

## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The County Assembly employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the County Assembly to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### **2.2 Eligible Goods**

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

2.2.3 The origin of goods is distinct from the City of the tenderer.

**2.3 Cost of Tendering**

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

2.3.2 The price is to be changed for the tender document as specified in the appendix to Instructions to tenderers.

2.3.3 All firms found capable of performing the contract satisfactorily in accordance to the set qualification criteria shall be considered.

## **2.4 The Tender Document**

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers: -

- i. Invitation to Tender
- ii. Instructions to tenderers
- iii. General Conditions of Contract
- iv. Special Conditions of Contract
- v. Schedule of requirements
- vi. Technical Specifications
- vii. Tender Form and Price Schedules
- viii. Tender Security Form
- ix. Contract Form
- x. Performance Security Form
- xi. Manufacturer's Authorization Form
- xii. Confidential Business Questionnaire

2.4.2 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.

## **2.5 Clarification of Documents**

2.5.1 A prospective tenderer requiring any clarification of the tender Document may notify the County Assembly in writing or by post at the County Assembly address indicated in the Invitation to Tender. The County Assembly will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the County Assembly.

2.5.2 Written copies of the County Assembly response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.3 The County Assembly 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.

## **2.6 Amendment of Documents**



2.6.1 At any time prior to the deadline for submission of tenders, the County Assembly, 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 amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

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

## **2.7 Language of Tender**

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the County Assembly, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.8 Documents Comprising of Tender**

2.8.1 The tender prepared by the tenderers shall comprise the following components;

- a) A Tender Form and a Price Schedule completed in accordance with the Tender documents.
- b) Documentary evidence that establishes that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- c) Documentary evidence that establishes that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- d) Tender security furnished as prescribed in the Appendix.

## **2.9 Tender Forms**

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

## **2.10 Tender Prices**

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the County Assembly.

- 2.10.3 Prices quoted by the tender shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 2.10.4 The validity period of the tender shall be 90 days from the date of opening of the tender.

## **2.11 Tender Currencies**

- 2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

## **2.12 Tenderers Eligibility and Qualifications**

- 2.12.1 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.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the County Assembly satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined by the Manufacturer.
- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the County Assembly satisfaction;
- a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
  - b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
  - c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

## **2.13 Goods Eligibility and Conformity to Tender Documents**

- 2.13.1 The tenderer shall furnish as part of its tender documents  
Establishing the eligibility and conformity to the tender documents of  
all goods which the tenderer proposes to supply under the contract.
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of  
a statement in the Price Schedule of the country of origin of the  
goods and services offered which shall be confirmed by a certificate of  
origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:-

- a) A detailed description of the essential technical and performance characteristic of the goods;
- b) A list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of one (1) year, following commencement of the use of the goods by the County Assembly; and
- c) A clause-by-clause commentary on the County Assembly Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the County Assembly in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the County Assembly's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **2.14 Tender Security**

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be as specified in the Appendix.

2.14.3 The tender security is required to protect the County Assembly against the risk of Tenderer's conduct which would warrant the security's forfeiture.

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the County Assembly and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured accordingly and shall be rejected by the County Assembly as non-responsive.

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

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract and furnishing the performance security.

2.14.8 The tender security may be forfeited:

- c) if a tenderer withdraws its tender during the period of tender validity specified by the County Assembly on the Tender Form; or
- b) in the case of a successful tenderer, if the tenderer fails:
  - i. to sign the contract in accordingly or
  - ii. to furnish performance security as required.

## **2.15 Validity of Tenders**

2.15.1 Tenders shall remain valid for 120 days or as specified in the Invitation to tender after the date of tender opening prescribed by the County Assembly. A tender valid for a shorter period shall be rejected by the County Assembly as non-responsive.

2.15.2 In exceptional circumstances, the County Assembly 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 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.

## **2.16 Format and Signing of Tender**

2.16.1 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.

2.16.2 For each bid, the tenderer shall prepare the original and copy of the document as specified. Each Technical Proposal and Financial Proposal shall be marked "ORIGINAL TECHNICAL BID or ORIGINAL FINANCIAL BID" as appropriate.



The original Technical Bids shall be placed in a sealed envelope clearly marked "TECHNICAL BID". Similarly, the original of the Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL BID" and warning: "DO NOT OPEN WITH THE TECHNICAL BIDS". Both envelopes shall be placed in an outer sealed envelope marked **"SUPPLY, INSTALLATION, IMPLEMENTATION, CONFIGURATION, TRAINING, COMMISIONING, MAINTENANCE AND SUPPORT OF LEGISLATIVE MANAGEMENT SYSTEM**

2.16.3." This outer envelope shall bear the submission address and other information indicated in the Appendix "A" and be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE TENDER OPENING COMMITTEE."

2.16.4 The original and all copies of the tender shall be typed or written in indelible ink and shall be duly executed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.16.5 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.

## **2.17 Sealing and Marking of Tenders**

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

- (a) be addressed to the County Assembly at the address given in the Invitation to Tender:
  
- (b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE.....”

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”.

2.17.3 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the County Assembly will assume no responsibility for the tender’s misplacement or premature opening.

## **2.18 Deadline for Submission of Tenders**

**2.18.1** Tenders must be received by the county Assembly at the address specified not later than 27th January 2021.

2.18.2 The County Assembly may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents, in which case all rights and obligations of the County Assembly and candidates previously subject to the deadline will therefore be subject to the deadline as extended

## **2.19 Modification and Withdrawal of Tenders**

- 2.19.1 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 tenders, is received by the Procuring prior to the deadline prescribed for submission of tenders.
- 2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 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.
- 2.19.5 The County Assembly may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 The County Assembly 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.

## **2.20 Opening of Tenders**

- 2.20.1 The County Assembly will open all tenders in the presence of tenderers' representatives who choose to attend, on 27<sup>th</sup> January 2021 and in the location specified in the Invitation to Tender.
- 2.20.2 The tenderers' representatives who are presence shall sign a register evidencing their attendance.
- 2.20.3 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 County Assembly, at its discretion, may consider appropriate, will be announced at the opening.

2.20.4 The County Assembly will prepare minutes of the tender opening.

## 2.21 Clarification of Tenders

- 2.21.1 To assist in the examination, evaluation and comparison of tenders the County Assembly 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 of the tender shall be sought, offered, or permitted.
- 2.21.2 Any effort by the tenderer to influence the County Assembly in the County Assembly tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## 2.22 Preliminary Examination

- 2.22.1 The County Assembly will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail.
- 2.22.3 The County Assembly may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, the County Assembly 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 County Assembly determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by the County Assembly and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

## 2.23 Conversion to Single Currency

- 2.23.1 Where other currencies are used, the County Assembly will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

## 2.24 Evaluation and Comparison of Tenders

2.24.1 The County Assembly will evaluate and compare the tenders which have been determined to be substantially responsive.

2.24.2 The Tender Evaluation Committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender as per the qualification requirements set out in technical specifications.

2.24.3 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.

## 2.25 Preference

2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%.

## 2.26 Contacting the County Assembly

2.26.1 No tenderer shall contact the County Assembly on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence the County Assembly in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

## 2.27 Award of Contract

### a) Post-qualification

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

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer as well as such other information as the County Assembly deems necessary and appropriate.

2.27.3 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 County Assembly will proceed to the next lowest evaluated tender to make

a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) **Award Criteria**

2.27.4 The County Assembly will award the contract to the successful tenderer(s) whose tender has been determined to be substantially



responsive and has been determined to be the evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) County Assembly's Right to Vary quantities

2.27.5 The County Assembly reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

(d) County Assembly's Right to Accept or Reject Any or All Tenders

2.27.6 The County Assembly 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 County Assembly action

## 2.28 Notification of Award

2.28.1 Prior to the expiration of the period of tender validity, the County Assembly will notify the successful tenderer in writing that its tender has been accepted.

2.28.2 The notification of award will constitute the formation of the contract but will have to wait until the contract is finally signed by both parties.

2.28.3 Upon the successful Tenderer's furnishing of the performance security, the County Assembly will promptly notify each unsuccessful Tenderer and will discharge its tender security.

## 2.29 Signing of Contract

2.29.1 At the same time as the County Assembly notifies the successful tenderer that its tender has been accepted, the County Assembly will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 The parties to the contract shall have it signed within 14 days from the date of notification of award unless there is an administrative review request.

## 2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from the County Assembly, 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 County Assembly.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the County Assembly may make the award to the next lowest evaluated Candidate or call for new tenders.

## 2.30 Corrupt or Fraudulent Practices

2.30.1 The County Assembly requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- i. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- ii. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the County Assembly, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non- competitive levels and to deprive the County Assembly of the benefits of free and open competition;

2.31.2 The County Assembly 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.

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

## APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers: -

| INSTRUCTIONS TO TENDERERS | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS  |
|---------------------------|---|
| 2.1.1                     | Open: TO ALL ELIGIBLE FIRMS   |
| 2.5.1                     | <p>a) Bidders are highly encouraged to send their clarification before the pre-bid meeting to the address indicated below to enable the County Assembly consolidate and address them.</p> <p>b) Any clarification with regard to this tender should be addressed to: <a href="mailto:procurement@kilifiassembly.go.ke">procurement@kilifiassembly.go.ke</a></p> |
| 2.14.1                    | A bid security of 2% of the tender sum in form of a Bank Guarantee valid for 120 days from a Reputable Bank or Insurance Company.   |
| 2.17.2                    | <p>Tenders must be addressed to and submitted on the IFMIS portal:</p> <p style="text-align: center;"><b>THE CLERK OF THE COUNTY ASSEMBLY</b><br/> <b>P.O. BOX 332-80200,</b><br/> <b>MALINDI</b></p>   |

|        |   |
|--------|---|
| 2.18.1 | The tender submission deadline is on 27 <sup>th</sup> January, 2021.  |
| 2.22.4 | EVALUATION CRITERIA (please refer to the technical specifications and qualification requirements under Section V of this Tender document (page 26-37) |
| 2.30.1 | A joint venture with clear terms of engagement  |

SECTION III: GENERAL CONDITIONS OF CONTRACT

| <u>Table of Clauses</u>                        | Page |
|--|------|
| Definitions.....                               | 20   |
| Application.....                               | 20   |
| Country of Origin.....                         | 20   |
| Standards.....                                 | 20   |
| Use of Contract documents and information..... | 20   |
| Patent Rights.....                             | 21   |
| Performance security.....                      | 21   |
| Inspection and Tests.....                      | 21   |
| Packing.....                                   | 22   |
| Delivery and documents.....                    | 22   |
| Insurance .....                                | 22   |
| Payment.....                                   | 22   |
| Price.....                                     | 22   |
| Assignments.....                               | 23   |
| Sub contracts.....                             | 23   |
| Termination for default.....                   | 23   |
| Liquidated damages.....                        | 23   |
| Resolution of Disputes.....                    | 24   |
| Language and law.....                          | 24   |
| Force Majeure.....                             | 24   |

## SECTION III - GENERAL CONDITIONS OF CONTRACT

### 3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated: -

- a) "The Contract" means the agreement entered into between the County Assembly and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the County Assembly under the Contract.
- d) "The Procuring Entity" means the organization purchasing the Goods under this Contract and in this case, it is the County Assembly.
- e) "The Tenderer" means the individual or firm supplying the Goods under this Contract.

### 3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the County Assembly for the procurement installation and County Assembly equipment.

### 3.3 Country of Origin

3.3.1 For purposes of this clause, "Origin" means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the Country of the tenderer

### 3.4 Standards

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

### 3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the County Assembly

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 County Assembly in connection therewith.

3.5.2 to any person other than a person employed by the tenderer in the Performance of the Contract.

3.5.3 The tenderer shall not, without the County Assembly prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above.

3.5.4 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the County Assembly and shall be returned (all copies) to the County Assembly on completion of the Tenderer's performance under the Contract if so, required by the County Assembly.

### 3.6 Patent Rights

3.6.1 The tenderer shall indemnify the County Assembly against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the County Assembly country.

### 3.7 Performance Security

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the County Assembly the performance security in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the County Assembly as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the County Assembly and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the County Assembly, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the County Assembly and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

### 3.8 Inspection and Tests

3.8.1 The County Assembly or its representative shall have the



right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The County Assembly shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods'

Final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the County Assembly.

- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the County Assembly may reject the equipment, and the tenderer shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the County Assembly.
- 3.8.4 The County Assembly right to inspect test and where necessary, reject the good after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the County Assembly or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### 3.9 Packing

- 3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

### 3.10 Delivery and Documents

- 3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by County Assembly in its Schedule of Requirements and the Special Conditions of Contract.

### 3.11 Insurance

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

### 3.12 Payment

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.

3.12.2 Payments shall be made promptly by the County Assembly as specified in the contract.

## Prices

- 3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.13.4 Price variation request shall be processed by the County Assembly within 30 days of receiving the request.

## 3.14 Assignment

- 3.141 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the County Assembly prior written consent

## 3.15 Subcontracts

- 3.15.1 The tenderer shall notify the County Assembly in writing of all Subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract.

## 3.16 Termination for default

- 3.16.1 The County Assembly may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part
- a) If the tenderer fails to deliver any or all of the goods within the periods) specified in the Contract, or within any extension thereof granted by the County Assembly
  - b) If the tenderer fails to perform any other obligation(s) under the Contract
  - c) If the tenderer, in the judgment of the County Assembly has engaged in corrupt or fraudulent practices in competing for or

in executing the Contract

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

### 3.17 Liquidated Damages

3.17.1 If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the County Assembly shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

### 3.18 Resolution of Disputes

3.18.1 The County Assembly and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract.

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed County or intercounty forum, and/or intercounty arbitration.

### 3.9 Language and Law

3.9. The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

### 3.20 Force Majeure

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

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1 Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

4.2 Special conditions of contract as relates to the GCC

| REFERENCE OF<br>GCC | SPECIAL CONDITIONS OF CONTRACT   |
|---------------------|--|
| 3.12.1              | Payment terms will be as per the contract to be signed by both parties |
| 3.18.1              | Dispute will be settled as per the laws of Kenya                       |

## SECTION V -QUALIFICATION REQUIREMENTS AND TECHNICAL SPECIFICATIONS

The bids will be considered and evaluated as follows: -

- 1) The mandatory/preliminary requirements - 'Yes or No' basis
- 2) The technical requirements/specifications - 'Yes or No' basis
- 3) Detailed technical bid requirements -70 points and above
- 4) Demonstration of proposed product/solution/system
- 5) Financial bid - 30 points
- 6) Recommendation for award

The Bids submitted will be evaluated as follows: -

### STAGE 1: PRELIMINARY/BASIC MANDATORY REQUIREMENTS (to be evaluated on a 'Yes' or 'No' Basis)

- a) Attach a certificate of incorporation/Registration
- b) Attach a CR12 form indicating the directorship.
- c) Attach a valid Tax Compliance Certificate
- d) Must dully fill, sign and stamp the price schedule (bill of quantities) and form of tender
- e) Must dully fill the Integrity Declaration Form in the format provided in the tender document.
- f) Attach a valid trade license or single business permit
- g) Must submit a tender security of 2% of the tender sum in the form of a bank guarantee valid for 120 days.
- h) In case of Joint venture (JV) or consortium, supporting agreement with all the parties duly signed and clearly defining the prime vendor and roles / responsibilities of all the parties involved.
- i) Dully fill the attached mandatory Confidential Business Questionnaire.
- j) Must be ISO 27001 certificate for data security practices (Either Partner can produce the ISO certification document).



**STAGE2: TECHNICAL EVALUATION REQUIREMENTS**

(Must fulfill all the requirements)

The firm is required to fulfill the following and be allocated the specified score:

-

a) Qualification of Key personnel (9marks)

|                              | CV  | Certificate | Diploma | Degree and above |
|------------------------------|-----|-------------|---------|------------------|
| Information Security         | 1mk | 1mk         | 2mk     | 3mk              |
| Systems and Network Security | 1mk | 1mk         | 2mk     | 3mk              |
| Identity Management          | 1mk | 1mk         | 2mk     | 3mk              |

Note: One person per category  
Where a person has the highest qualification, the higher qualification overrides the lower qualification.

b)

| System Specification                                | Requirement   | Response |
|---|---|----------|
| <b>Media Manager Solution</b><br><br><b>(16mks)</b> | Should support creation of team sites/collaboration spaces for various committees | 1mk      |
|   | Hold documents of various formats (word, excel, ppt, pdf, pictures, Videos        | 1mk      |
|   | Should be able to offer enterprise search capabilities                            | 1mk      |
|   | Should support tagging of various documents                                       | 1mk      |
|   | should support archiving of documents securely                                    | 1mk      |

|  |   |     |
|--|---|-----|
|  | Should offer highest level of security and run on secure protocol of HTTPS/TLS and 256 bits encryption                        | 1mk |
|  | Document sharing functionality  | 1mk |
|  | Content management functionality  | 1mk |
|  | Should support secure extension to extranet   | 1mk |
|  | Should allow scanned documents in pdf to be automatically uploaded and tagged to the solution                                 | 1mk |
|  | Should be able to support addition of annotations, highlighting, notes and digital signatures etc. to documents               | 1mk |
|  | Should have bulk SMS, email and notifications capability used to update users   | 1mk |
|  | Should have menu that can customized easily   | 1mk |
|  | Should be able to support multiple Assembly committees  | 1mk |
|  | The solution should have the ability to track bills and motions passed by the committee and other groups within the assembly. | 1mk |
|  | The bidder shall provide all necessary database / security / Operating system / software licenses required to run the system  | 1mk |

| <b>System Specification</b> | <b>Requirement</b> | <b>Response</b> |
|-----------------------------|--------------------|-----------------|
|-----------------------------|--------------------|-----------------|

|                                     |  |     |
|-------------------------------------|--|-----|
| <b>User Interface Should (9mks)</b> | Be very easy to use and intuitive  | 1mk |
|                                     | Should support natural inputs (using fingers)  | 1mk |
|                                     | Should be able to let the user access non critical information without restriction   | 1mk |
|                                     | Should be able to securely allow the authenticated user to access personal information   | 1mk |
|                                     | Should be able to show the user directory (picture, email, contacts)   | 1mk |
|                                     | Easy to share documents  | 1mk |
|                                     | Should support multiple languages including English, Swahili and Other Official Languages  | 1mk |
|                                     | Display user calendar showing all sessions / committee meetings etc. that a user should attend, provide automated reminders and also remind users of any tasks / notifications pending for their attention | 1mk |
|                                     | Ability to customize the application in future.  | 1mk |
| <b>Mobile Apps (6mks)</b>           | The customized applications created on the device should be able to communicate, receive documents and send back documents to the solution   | 1mk |
|                                     | The solution should support access of  | 1mk |

|  |   |     |
|--|---|-----|
|  | information by users when offline.  |     |
|  | The solution should have ability to remotely wipe out all data and information within media manager in case of device loss. | 1mk |
|  | The solution should have calendar that shows user all upcoming meetings and tasks   | 1mk |
|  | Should be able to support both IOS and Android Platform   | 1mk |
| <b>Tablet/Device Management Solution</b> | Able to remotely/centrally install software to the tablet devices   | 1mk |
| <b>(7mks)</b>                            | Centrally power up the devices or power down  | 1mk |
|  | Centrally lock/unlock the devices   |     |
|  | Remotely/Centrally patch all the devices at the same time   | 1mk |
|  | Troubleshoot any issues with a device remotely including remote login   | 1mk |
|  | Do device maintenance remotely/centrally  | 1mk |
|  | Able to provide login for named users with complete profiles  | 1mk |

| <b>System Specification</b>  | <b>Requirement</b>  | <b>Response</b> |
|------------------------------|---|-----------------|
| <b>Security (5mks)</b>       | Should support secure extension to extranet   | 1mk             |
|                              | Ability to provide privileges within the system (user access levels)  | 1mk             |
|                              | System to have user rights and audit trail  | 1mk             |
|                              | Password should be encrypted  | 1mk             |
|                              | Should run on security protocols  | 1mk             |
| <b>Infrastructure (3mks)</b> | System should have cloud infrastructure and cloud fall over   | 1mk             |
|                              | Vendor should provide system architecture and explain redundancy  | 1mk             |
|                              | The system should have copyright certificate  | 1mk             |
| <b>Compatibility (2mks)</b>  | Users should be able to access all modules of the system<br>Using a PC, Laptop, iPad, Smartphone and Android Tablet                       | 1mk             |
|                              | Members Should be able to see the papers online from their iPad during and before Meeting sessions  | 1mk             |
| <b>Redundancy (1mk)</b>      | The system's infrastructure should be mirrored across multiple data Centre's which are geographically dispersed in more than two separate | 1mk             |

|   |  |     |
|---|--|-----|
|   | locations  |     |
| <b>Hosting<br/>(2mks)</b>                 | System must be hosted on cloud and allow access over the internet on 24 x 7 basis from   | 1mk |
|   | Data safety and security on the cloud must demonstrated  | 1mk |
| <b>Audit Trail<br/>(1mk)</b>              | System must be hosted on cloud and allow access over the internet on 24 x 7 basis from anywhere in the world   | 1mk |
| <b>Administration<br/>(1mk)</b>           | Provide an administration module so the custodian of the system can add/suspend users, give access rights and privileges to different users and setup basic system setups i.e. the system should have an Admin panel and user panel. | 1mk |
| <b>Security Certificates<br/>(1mk)</b>    | Define the Certificates required to log into the system  | 1mk |
| <b>Alerts and Notifications<br/>(1mk)</b> | Inform users once document relevant to them have been uploaded by email/SMS  | 1mk |
| <b>Notes and Annotations<br/>(1mk)</b>    | Allow users to make notes and annotations on all documents within the system including those in PDF format   | 1mk |
| <b>Voting Functionalities<br/>(7mks)</b>  | The system to support voting both in the House Proceedings and Committee Sitings. It should be   | 1mk |
|   | To analyze voting results by gender/party/county etc.  | 1mk |
|   | Secure transmission of voting results  | 1mk |
|   | To support different methods of exporting voting results   | 1mk |
|   | Allow secret voting  | 1mk |

|  |   |     |
|--|---|-----|
|  | Allow voting during the Committee of the Whole House  | 1mk |
|  | Able to allocate time for voting session  | 1mk |
| <b>Audio and Video Conference</b><br><br><b>(5mks)</b> | Videocallschedulingandinvitesfromemailclientandother applications   | 1mk |
|  | Recordvideocallsandconferenceswithcompressiontechniquesenabledandsecuretherecordingswithadvanced techniques.  | 1mk |
|  | Whiteboardmasking– lettingtheuserseethroughsomeonedrawingonthewhit eboard.  | 1mk |
|  | LIVEcaptions–enablingdeaforhard-of-hearingtoreadspeakercaptionsinreal-time.Live translationtoEnglish&Kiswahilicaptionspreferred.(providetranslationaccuracydetails) | 1mk |
|  | Background blur–hiding surroundings, replacing the background with an image or scene.   | 1mk |

c) Proof of undertaking of at least two (2) similar projects (L.S.O / Contract) where the above features can be physically demonstrated.  
(2mks)

d) Project implementation Methodology, approach and work plan of undertaking the assignment if awarded  
(5marks)

- Understanding of the County Assembly requirements and Terms of Reference for the assignment and suggestions on areas of improvement/ value addition to the specifications.
- Solution overview (software, hardware, responsiveness to user needs, compatibility, flexibility to new technologies/procedures, etc.)
- Methodology, approach and work plan in undertaking the assignment
- Draft operations manual
- Maintenance schedule, after sale support and catalogue of

accessories, components, part sand equipment required.

e) Does the company offer free maintenance service for the first six (6) months after project handing over?

(4mks)

f) Provide Certified copies of Audited Financial statements for the year 2018 and 2019 with:

i. A current ratio of 2:1 (current assets: current liabilities).....4mks

ii. Positive net cash flows from operating activities.....4mks

iii. A net asset base of KSh 500 million.....4mks

Minimum pass mark= 70 marks and above

The bidder is required to indicate the actual specifications of the proposed eChamber solution they intend to deliver to the County Assembly: -

**Technical Requirements:** The firm is required to provide appropriate responses to the requirements listed in the tables below:



### STAGE 3: DETAILED TECHNICAL EVALUATION REQUIREMENTS

The firm is required to fulfill the following and be allocated the specified score:

-

#### b) Qualifications of the firm (5 marks)

- Company's profile outlining the firm's main line of business, registration details (attach Certificate of Incorporation/Registration, VAT and PIN Certificate), key personnel, main clients etc.
- Experience of having supplied and installed two (2) related/similar systems.

#### c) Qualification of Key personnel (5 marks)

Number of technical staff available for service and support including academic qualifications and products certifications (CVs, Certificates, Diplomas and Degrees). Minimum of 4 staff. (One Lead and three Technical Engineers) and a least one (1) project manager with: -

- 1 Information Security expert with 3+ years
- 1 Systems & Networks security expert with 3+ years
- 1 Identity management expert with 5+ years
- Detailed and properly authorized CVs (in the prescribed format) of at least five (5) key personnel who will be involved in this project assignment Project leader, system developers and support staff clearly indicating the proposed position, academic and professional qualifications, experience, etc.
- Experience of at least four (4) technical personnel in development, installation and maintenance of systems.

#### d) Project implementation Methodology, approach and work plan of undertaking the assignment if awarded (5 marks)

- Understanding of the County Assembly requirements and Terms of Reference for the assignment and suggestions on areas of

- improvement/value addition to the specifications.
- Solution overview (software, hardware, responsiveness to user needs, compatibility, flexibility to new technologies/procedures, etc.)
  - Methodology, approach and work plan in undertaking the assignment
  - Draft operations manual
  - Maintenance schedule, after sale support and catalogue of accessories, components, parts and equipment required.

e) Technological transfer ( 5 marks)

- Submission of a proposed training programme/manual to the technical staff of Assembly.

Minimum pass mark = 15 marks and above

Note: -

- The County Assembly may at its discretion visit the firms' client's premises or contact the references provided in confidence in order to establish or verify the correctness of details provided by the bidder.
- Any bid that does not score 30 points and above shall be disqualified from further evaluation and consideration at this 3<sup>rd</sup> stage regardless of their financial and technical offer.

#### STAGE 4: DEMONSTRATION/PRESENTATION OF THE PROPOSED SYSTEM

Firms that score above the set pass mark of 15 shall be invited to demonstrate their proposed solution, system and offer to the County Assembly.

During the presentation, the following will be parameters for gauging the adequacy of the proposed system weighted to a total score of 60 marks.

- a) Good understanding of the County Assembly requirements /Terms of Reference
- b) Presentation/demonstration of the proposed solution (50 marks).
- c) Responsiveness to current and future user needs (5 marks).
- d) User friendliness of the system (5 marks).
- e) Compatibility with existing and upcoming technologies/policies/procedures
- f) Warranty/patent issues

Pass mark =70 marks and above.

NB: A firm must score 70 marks and above to be considered as technically responsive at this stage.

#### STAGE 5: FINANCIAL EVALUATION

- a) Only the financial bids for the technically responsive firms will be opened. The bids for the non-responsive firms shall remain sealed and unopened until the conclusion of the procurement process upon which they will be returned to the respective firms.
- b) During this stage, the Evaluation Committee shall scrutinize the documents and confirm the following: -
  - Duly filled Form of Tender and Price Schedule
  - Correction of Arithmetic Errors on items
  - Confirmation of the Total Tender Sum inclusive of taxes, applicable duties.
  - Any counter offers, payment terms and conditions, exclusions, exemptions shall be noted and highlighted.

**STAGE 6: RECOMMENDATION FOR AWARD**

The Evaluation Committee shall recommend a bidder for award

## SECTION VI- SCHEDULE OF REQUIREMENTS/TERMS OF REFERENCE

### BACKGROUND INFORMATION

Kilifi County Assembly (KCA)-The County Assembly is in the process of identifying a reputable firm/bidder for the **SUPPLY, INSTALLATION, IMPLEMENTATION, CONFIGURATION, TRAINING, COMMISIONING, MAINTENANCE AND SUPPORT OF LEGISLATIVE MANAGEMENT SYSTEM** that meets the requirements of Assembly. The platform (solution) must be able to support both chamber sittings and the work of committees with approximately 60 users and to support virtual and physical proceedings. The system must be able to support the following: -

- Ensure authenticity of the voting and resulting records by providing a voting system that is simple, accurate, verifiable, secure, accountable and transparent;
- Ability to handle huge volumes of data (such as Bills, Order Paper, Hansard, video);
- Flexibility in adjustment, inclusion or removal of documents during Committee meetings and Chamber sittings;
- Pre-traceability and post-traceability of documents used and referenced or laid during both Chamber sittings and committee meetings;
- Produce reports that are simple, authentic and free of errors;
- The system should be free from possibilities of cyber espionage;
- The system should be free from both internal and external intrusion;
- The system should be able to support end-to-end encryption with the latest encryption technologies;
- The system should be scalable and integrate with existing systems;
- Develop and document a Maintenance Agreement (1 yr. Service Level Agreement) for long-term maintenance of the system and continuous on job training.

## Scope of work

The successful supplier will be required to familiarize themselves with the operations of Assembly and sittings of House of the Legislature.

Conduct a high-level system analysis and design of the solution.

Develop, supply, install and set-up the eChamber solution

Provide adequate training in usage of the solution to cover all aspects of system.

Provide administrator and end-user training on the eChamber solution. Collaborate with the KCA to develop and document a customized solution usage manual.

Undertake a post implementation review of the solution.

## Deliverables

The minimum expected deliverables of the assignment are as follows: -

- Design and develop an eChamber solution.
- Recommend/Implement the necessary infrastructure, equipment, components and accessories required for installation and smooth running of the system in a cost effective and efficient way.
- Solution end-user and system administrator training.
- Customized solution usage manual.
- Support and Maintenance for one (1) years within original contract, with renewals as necessary.

## Documentation Requirements

All documentation and training materials (both in hardcopy as well as a softcopy in PDF format) must be available in order to complete the process, business, technical/system, operations and support acceptance

activities.

Supplier's suggestions for training materials documentation to support the implementation, use and maintenance of the solution and any supporting technology components that will be provided as part of this project are to be included.

Documentation must be in English.

## Training

It is expected that formal training will be given to all stakeholders of the solution. However, the solution must be intuitive and help text must be available and presented in a manner that encourages users to try to find information. Training of technical support team will be to such an extent that they will be reasonably able to handle their duties competently. Where appropriate, the supplier will be expected to discuss the technical aspects of the system so as to enable, for example, creation of ad-hoc reports and integration to other systems

Training will be provided in English language at Assembly Building or a convenient mutually agreed location within Kenya. If additional expenses will be incurred for offsite training, this will be borne by the assembly.

## Testing & Acceptance

The County Assembly through the ICT Department will test the proposed system in a test environment to ascertain that all the functionality as put forward by the supplier are met. Incorrect information discovered at this time will constitute grounds for disqualification. It is the responsibility of the supplier to ensure the requirements defined in the proposal are achieved

The signed proposal will be the sole reference document for any discussion issues arising, related to acceptance.

Acceptance Criteria: The County Assembly will accept the proposed deliverable after they have been fully tested and confirmed to meet the requirements as specified in the original tender and signed tender response.

## Proof of Concept

A demonstration of the proposed solution will be required as proof of concept.

## Overall Responsibility

The Bidder is obliged to work closely with Assembly staff, act within its own authority, and abide by directives issued by KCA that are consistent with



the terms of the Contract.

The Bidder will abide by the job safety measures and will indemnify KCA from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold KCA responsible or obligated.

The Bidder is responsible for managing the activities of its personnel, or subcontracted personnel, and will hold itself responsible for any misdemeanors.

The Bidder shall appoint an experienced counterpart resource to handle this requirement for the duration of the Contract. KCA may also demand a replacement of the manager if it is not satisfied any other reason.

The Bidder shall take the lead role and be jointly responsible with KCA for producing a finalized project plan and schedule, including identification of all major milestones and specific resources that KCA is required to provide.

The Bidder will not disclose the KCA's information it has access to, during the course of the Consultancy, to any other third parties without the prior written authorization of KCA. This clause shall survive the expiry or earlier termination of the contract.

### Pricing

Costs (KShs inclusive VAT and other applicable taxes where necessary) and Man/Day estimates, where appropriate.

All taxes and VAT amount must be clearly stipulated and separated from the base costs and should be valid for a minimum of 120 days.

### Delivery

Delivery and performance of the Services shall be made by the successful Bidder in accordance with the time schedule as per Proposal and subsequent Agreement.

### Delayed Delivery & Installation Caused by the bidder

If at any time during the performance of the Contract, the Bidder should encounter conditions impeding timely delivery and performance of the Services, the Bidder shall promptly notify KCA in writing of the fact of the delay, its' likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, KCA shall evaluate the situation and may at its discretion extend the Bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

## Warranty

The successful bidder shall provide at least 12 months Warranty for the software and ensure it is free from any sort of defects and shall perform as per expectations. The successful bidder shall provide an option for on-going warranty support beyond the warranty period. Failure to this the supplier will pay damages to the tune of the cost of the solution.

## Support Requirements

The Supplier should provide and sign an Annual Maintenance Contract.

The Supplier should provide updates, upgrades toll-free technical assistance 24/7/365.

The Supplier should provide a summary of the resources (support personnel and otherwise) devoted specifically to technical issues, involving notification technology, as well as support procedures.

The technical support resource(s) should ideally be physically located / based in Kenya.

The Supplier should offer various modes of communication channels for support and be available preferably 24/7/365. The methods of support include: -

- Online chat
- Phone and
- E-mail

The Supplier support website should offer the following various support specific tools:-

- Online user manual
- Archive data search
- FAQs

## Bid Effectiveness

It is a condition of KCA that the vendor guarantees the sufficiency, and effectiveness of the solution proposed to meet KCA's requirements as outlined in this document. KCA will hold the vendor solely responsible for the accuracy and completeness of the solution proposed and information supplied in response to this tender, and were the vendor to be awarded the tender; they would implement the solution without any additional requirements from KCA.

## Payment Terms

KCA will NOT make any payments in advance and will pay based on deliverables. KCA will issue an LSO for all the equipment and/or services ordered.

The LSO will be paid within 30 days after delivery, testing installation and acceptance of the equipment and/or services supplied.

KCA will not accept partial deliveries and neither will KCA make partial payments unless agreed by both parties. Payment for equipment and/or services will only

be made once the entire ordered equipment and/or services are delivered, installed and commissioned.

### Staffing

The Supplier will provide the relevant staff and tools to carry out all the required work under this tender. At least one certified expert (2 in general certification and specialized) and a back-up person are required in the technical areas.

A project/account manager is also required to coordinate and account for all the Supplier's activities throughout the consultancy.

### Negotiation

- a) There will be a Negotiation Meeting between a Committee appointed by the Accounting Officer and representatives of the successful bidder at Assembly Building with an aim of reaching an agreement on all points and sign a contract.
- b) Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- c) Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- d) The KCA expects to negotiate a contract on the basis of the experts named in the proposal. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- e) The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

- f) The procuring entity shall appoint a team for the purpose of the Negotiations.
- g) The County Assembly may also appoint a Technical Implementation Committee to co-ordinate and ensure the project is being undertaken as per the agreed terms and conditions of the contract.

## SECTION VIII - STANDARD FORMS

### Notes on the sample Forms

- A. 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.
- B. Price Schedule- 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.
- C. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
- D. Tender Security Declaration Form - The tender shall provide the tender security in form of a guarantee as per the prescribed format included herein.
- E. Manufacturers Authorization Form-This form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the system where the tenderer is an agent.
- F. 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 County Assembly.
- G. 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.



8.1 **FORM OF TENDER** (to be enclosed in the financial bid)

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

To: \_\_\_\_\_

\_\_\_\_\_  
[name and address of County Assembly]

Gentlemen and/or Ladies:

1) Having examined the tender documents including Addenda Nos. .... [insert numbers]. the receipt of which is hereby duly acknowledged, we, the undersigned, offer to

**SUPPLY, INSTALLATION, IMPLEMENTATION, CONFIGURATION, TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF LEGISLATIVE MANAGEMENT SYSTEM**

as per the specifications in conformity with the said tender documents for the sum of Kenya shillings

.....  
.....

(Total tender amount in words and figures for the proposed eChamber Solution)

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

2) We undertake, if our Tender is accepted, to deliver and configure the IT Equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3) If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to \_\_\_\_\_ N/A percent of the Contract Price for the due performance of the Contract , in the form prescribed by .....  
..... (County Assembly).

- 4) We agree to abide by this Tender for a period of ..... [number] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

- 5) This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us subject to signing of the Contract by the parties.
- 6) We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

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

## 8.2 -PRICE SCHEDULE FOR THE SOLUTION

Name of tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

### i) Price Schedule

**COUNTY ASSEMBLY OF KILIFI-TENDER NO: CAK/018/2020-2021  
TENDER FOR PROVISION, SUPPLY, INSTALLATION, IMPLEMENTATION,  
CONFIGURATION, TRAINING, COMMISIONING, MAINTENANCE AND SUPPORT OF A  
LEGISLATIVE MANAGEMENT SYSTEM (L.M.S)**

**BILL OF QUANTITIES**

| NO. | ITEM NO   | DESCRIPTION   | QTY. | UNIT | RATE | AMOUNT (KSH) |
|-----|---|---|------|------|------|--------------|
| A   |   | <b>Supply, Install, Test and Commission the following:</b>  |      |      |      |              |
|     |   | Mounting Tablet Stands that easily adjusts and supports both vertical and horizontal viewing for:   |      |      |      |              |
|     | 1   | Ipads Pro (12.9"-4th Generation)<br>iPad Pro 12.9 Stand, 360 <sup>o</sup> Tablet Swivel Base Stand and Adjustable Desk Mount Holder                               | 60   | pcs  |      |              |
|     | 2   | Ubiquiti Unifi Switch 24 Port PoE 500W  | 60   | pcs  |      |              |
|     | 3   | Ubiquiti Unifi AC Pro Access Point CAT  | 2    | pcs  |      |              |
|     | 4   | 6A FTP 1 Meter Patch cord   | 5    | pcs  |      |              |
|     | 5   | CAT 6A FTP 3 Meter Patch cord   | 10   | pcs  |      |              |
|     | 6   | <b>Installation of the Server Operating System,<br/>Installation of the eParliament<br/>Application, Configuration of the Server,<br/>Proper Cable Management</b> | 10   | pcs  |      |              |
| B   |   | Dell PowerEdge R740 Intel Xeon 4210 16B Rack Server or approved equivalent  |      |      |      |              |
|     | 1   | APC Smart-UPS 2200VA LCD Rackmount UPS or approved equivalent with Output Capacity of 1.92kWatts  | 1    | pcs  |      |              |
|     | 2   | Siemon UTP CAT 6 Networking Cable-305M  | 1    | pcs  |      |              |
|     | 3   | 42U Server Rack Enclosure 600mm x 1070mm  | 1    | pcs  |      |              |
|     | 4   | Tri Compartment plastic Trunking 150mmx50mm 2.44M   | 1    | pcs  |      |              |
|     | 5   | Arnet 1U Metallic Cable Manager   | 10   | pcs  |      |              |
|     | 6   | CAT 6 24 Port Patch Panel   | 1    | pcs  |      |              |
|     | 7   | 6 Way Power Distribution Unit (PDU)   | 1    | pcs  |      |              |
|     | 8   | Microsoft Wired Keyboard and Mouse 400 HP   | 1    | pcs  |      |              |
| 9   | Elite Display E233 23 inch Monitor or approved equivalent | 1   | pc   |      |      |              |

|          |          |  |                        |       |                  |           |           |
|----------|----------|--|------------------------|-------|------------------|-----------|-----------|
| <b>C</b> | 10       | CAT 6A FTP Shielded Keystone Jack RJ45                 | 1                      | pc    |                  |           |           |
|          | 11       | CAT6A STP Connector                                    | 50                     | pc    |                  |           |           |
|          | 12       | Mac Minis for Admins                                   | 100                    | pc    |                  |           |           |
|          | 13       | Red Hat Operating System                               | 2                      | pc    |                  |           |           |
|          | 14       | eParliament Subscription Workflow                      | 2                      | pc    |                  |           |           |
|          | 15       | Engine Licenses  | 54                     | pc    |                  |           |           |
|          | 16       | Secure Socket Layer (SSL) Certificate and Cryptography | 2                      | LOT   |                  |           |           |
|          | 17       | Meraki Mobile Device Management                        | 2                      | LOT   |                  |           |           |
|          | 18       | Implementation   | 1                      | LOT   |                  |           |           |
|          | 19       | Training   | 54                     | Pc    |                  |           |           |
|          |          | <b>Provisional Sums and other Prime Costs</b>          | 10                     | Users |                  |           |           |
|          | <b>D</b> | 1  | Project Management Fee |       |                  | 250,000   | 250,000   |
|          |          | 2  | Contingencies          |       |                  | 2,250,000 | 2,250,000 |
|          |          |  |                        |       | <b>Sub Total</b> |           |           |
|          |          |  |                        |       | <b>Tax</b>       | 16%       |           |
|          |          |  |                        |       | <b>Total</b>     |           |           |

NB: The Grand Consolidated Total Cost to be forwarded to the Form of Tender

ii) **Proposed Service Maintenance Cost (after the warranty period of one (1) Year)**

(The County Assembly may engage the successful supplier to provide service maintenance of the system following successful negotiation on the terms and conditions of the contract).

| 1    | 2   | 3   | 4                                  |
|------|---|-----|------------------------------------|
| Item | Service Description   | Qty | Annual Indicative Maintenance Cost |
| a.   | Provision of Service Maintenance of eChamber solution as per the specifications | 1   |                                    |

Signature of tenderer \_\_\_\_\_

**Note:**

- a) In case of discrepancy between unit price and total, the unit price shall prevail.
- b) The total cost should be inclusive of all applicable taxes and duties.
- c) The Grand Consolidated Total Cost indicated in the price schedule and forwarded to the Form of Tender will be considered as absolute and will not be subject to any amendments except under strict provisions of the Public Procurement and Asset Disposal Act, 2015.
- d) The technically responsive firm that fulfills the County Assembly technical and qualification requirements and offers the lowest in cost bid will be considered for award of the contract.
- e) The indicative maintenance cost will be considered separately and can only be implemented after the warranty period of the system or as agreed during the Negotiation meeting (if applicable).

8.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE (under technical bid)

(Must be filled by all applicants or Tenderers' who choose to participate in this tender) Name of Applicant(S)

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

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

Part 1 – General

Business Name:.....Certificate of Incorporation / Registration No.

.....Location of business premises:

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

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

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

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

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

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

Website .....

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

Title ..... Power of Attorney (Yes

/ No) If Yes, attach written document.

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

(Applicable to Local Suppliers Only)

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

Value ..... Added ..... Tax

No.....

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

.....

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

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

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



**Part 2 (a) – Sole Proprietor**

Full names .....

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

**Part 2 (b) – Partnerships**

Give details of partners as follows:

| <u>Full Names</u> | <u>Country</u> | <u>Citizenship Details</u> | <u>Shares</u> |
|-------------------|----------------|----------------------------|---------------|
| 1. ....           | .....          | .....                      | .....         |
| 2. ....           | .....          | .....                      | .....         |
| 3. ....           | .....          | .....                      | .....         |
| 4. ....           | .....          | .....                      | .....         |

**Part 2 (c) – Registered Company**

Private or public .....

Company Profile ..... (Attach

State the nominal and issued capital of the Company

Nominal KShs .....

Issued KShs .....

List of top ten (10) shareholders and distribution of shareholding in the

company. Give details of all directors as follows:-

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

**Part 2 (d) – Debarment**

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

Full Names .....

Signature .....

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

In the capacity of .....

Duly authorized to sign Tender for and on behalf of

.....

Part 2 (e) – Criminal Offence

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

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

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

Signed ..... For

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

the capacity of .....

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

Suppliers' / Company's Official Rubber Stamp

.....

Part 2 (f) – Conflict of Interest

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

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

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

In the capacity of .....

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

Suppliers' / Company's Official Rubber

Stamp.....

Part 2 (g) – Interest in the Firm:

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

.....

.....  
(Title)

.....  
(Signature)

.....  
(Date)

**Part 2(h) – Experience**

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

**Company Name      Country      Contract/ Order No.      Value**

1.....

2.....

3.....

Contact person (Full Names)

.....

E-mail address.....

Cell phone no .....

**Part 2(i) – Declaration**

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

Full names .....

Signature.....

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

In the capacity of .....

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

Suppliers' / Company's Official Rubber Stamp

.....

8.4 TENDER SECURITY FORM(under technical bid)

Whereas ..... [name of the tenderer]  
(hereinafter called “the tenderer”) has submitted its tender dated .....  
[date of submission of tender] for the supply, installation and Assembling  
of  
..... [name and/or description of the equipment]  
(hereinafter called “the Tender”) ..... KNOW ALL  
PEOPLE by these presents that WE .....  
... of ..... having our registered office at  
..... (hereinafter called “the SUPPLIER”), are bound unto .....  
[name of County Assembly} (hereinafter called “the County Assembly”) in  
the sum of ..... for which payment well and truly to be  
made to the said County Assembly , the Supplier 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 County Assembly during the period of tender validity: fails or refuses to execute the Contract Form, if required; or fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the County Assembly up to the above amount upon receipt of its first written demand, without the County Assembly having to substantiate its demand, provided that in its demand the County Assembly will note that the amount 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 tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

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



8.5 MANUFACTURER'S AUTHORIZATION FORM(under technical bid)

To [name of the County Assembly] .....

WHEREAS ..... [ name of the manufacturer] who are established and reputable manufacturers of ..... [name and/or description of the goods] having factories at ..... [address of factory] do hereby authorize ..... [name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. .... [reference of the Tender] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

---

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

## 8.6 CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ between  
..... [name of Procurement entity] of ..... [country of Procurement  
entity] (hereinafter called “the County Assembly) of the one part and  
..... [name of tenderer] of ..... [city and country of tenderer]  
(hereinafter called “the tenderer”) of the other part;

WHEREAS the County Assembly invited tenders for certain goods] and has  
accepted a tender by the tenderer for the supply of those goods  
in the sum of  
..... [contract price in words and figures] (hereinafter  
called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
  - a) The bid document by the successful tenderer
  - b) The Tender Form and the Price Schedule submitted by the tenderer
  - c) The Schedule of Requirements
  - d) The Technical Specifications
  - e) The General Conditions of Contract
  - f) The Special Conditions of contract; and
  - g) The County Assembly Notification of Award
  - h) The Bidder’s letter of acceptance
  - i) Acceptable Performance Security
3. In consideration of the payments to be made by the County Assembly to the tenderer as hereinafter mentioned, the tender hereby covenants with the County Assembly to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The County Assembly hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by

the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the County Assembly Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_ (for the tenderer in the presence of \_\_

8.7 PERFORMANCE SECURITY FORM

To..... [name of County Assembly]

WHEREAS ..... [name of tenderer] (hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 20 \_\_\_\_\_ to supply ..... [description of goods] (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 figure] 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 you 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 \_\_\_\_\_

Signed and seal of the Guarantors

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

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

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

8.8 SAMPLE LETTER OF NOTIFICATION OF AWARD

REPUBLIC OF KENYA



KILIFI COUNTY ASSEMBLY

REFERENCE:

DATE

M/S  
P. O Box  
Nairobi

Dear

**RE: SUPPLY, INSTALLATION, IMPLEMENTATION, CONFIGURATION,  
TRAINING, COMMISSIONING, MAINTENANCE AND SUPPORT OF  
LEGISLATIVE MANAGEMENT SYSTEM**

We are pleased to inform you that your bid dated ..... for the Design, Development, Supply, Installation, Testing, Commissioning, Training and Maintenance of a eChamber Solution as per the specifications and Terms of Reference at a Total Cost of Kenya Shillings -----only is hereby accepted.

The contract documents are in the course of preparation and you will be called to sign them after fourteen (14) days have elapsed from the date of this letter.

The County Assembly hereby appoints the ..... as the Project Co-coordinator for this assignment and you are requested to make arrangements to contact the Project Co-coordinator on all matters to do with this contract.

Yours faithfully,

CLERK OF THE COUNTY ASSEMBLY

ANNEX 1:

SAMPLE FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm: \_\_\_\_\_ Country: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

\_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

\_\_\_\_\_

Key Qualifications:

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

\_\_\_\_\_

Education:

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

---

Employment Record:

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

---



Certification:

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

\_\_\_\_\_ Date: \_\_\_\_\_  
[Signature of staff member]

\_\_\_\_\_ Date; \_\_\_\_\_  
[Signature of authorised representative of the firm]

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_  
\_\_\_\_\_

**INTEGRITY DECLARATION FORM**

I/We/Messrs..... of

Street, Building,

P O Box.....

Contact/Phone/E mail.....

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

I/We.....

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

Tender/Tender No .....

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name and Title of Signatory.....