



**REPUBLIC OF KENYA
THE NATIONAL TREASURY AND PLANNING
TREASURY BUILDING, HARAMBEE AVENUE
PO BOX 30007 – 00100, NAIROBI, KENYA**

TENDER

FOR

**DEVELOPMENT OF A PUBLIC INVESTMENT
MANAGEMENT INFORMATION SYSTEM (PIMIS)**

TENDER NO. TNT/025/2020-2021

CLOSING DATE: FRIDAY 4TH DECEMBER, 2020 AT 11.00 A.M.

SECTION I : INVITATION TO TENDER



REPUBLIC OF KENYA
THE NATIONAL TREASURY AND PLANNING
DEVELOPMENT OF A PUBLIC INVESTMENT MANAGEMENT
INFORMATION SYSTEM (PIMIS)
TENDER NO. TNT/025/2020-2021

The National Treasury invites Tenders from eligible candidates for the Development of a Public Management Information System (PIMIS).

A complete set of Tender Documents may be downloaded by interested candidates **Free of Charge** at <http://treasury.go.ke> or www.tender.go.ke and those who have downloaded the document from the website **must forward their particulars immediately for recording and any further clarifications and addenda to procurement@treasury.go.ke.**

Bidders shall submit **both Technical and Financial proposals in separate envelopes.**

Completed Tender Documents both “**Original**” and “**Copies**”, enclosed in plain sealed envelope, marked with the Tender Reference Number and be addressed to: -

The Principal Secretary,
The National Treasury,
P. O. Box 30007 – 00100,
Nairobi, Kenya

Should be Deposited in the Tender Box provided at the Treasury Building, 6th Floor, Harambee Avenue, Nairobi, so as to be received on or before **Friday 4th December, 2020 at 11.00 a.m.**

Bids shall be accompanied by a Bid Security of **Kenya Shillings One Million Only (Kshs. 1,000,000.00)** from a reputable financial institution in Kenya valid for 30 days beyond the Tender Validity period.

All Bid Documents must be sequentially serialized / paginated.

Tenders will be opened immediately after the closing date and time in the presence of candidates or their representatives who choose to attend at the Conference Room on 6th Floor, Conference Room 603 on **Friday 4th December, 2020 at 11.00 a.m.**

**HEAD, SUPPLY CHAIN MANAGEMENT SERVICES.
FOR: PRINCIPAL SECRETARY / NATIONAL TREASURY**

Table of Contents

SECTION I	: INVITATION TO TENDER	2
SECTION II	- INSTRUCTIONS TO TENDERERS	5
2.1	Eligible Tenderers	5
2.2	Cost of Tendering.....	5
2.3	Contents of Tender Documents	5
2.4	Clarification of tender Documents.....	6
2.5	Amendment of tender Documents	6
2.6	Language of Tenders.....	7
2.7.	Documents Comprising the Tender	7
2.8.	Form of Tender	7
2.9.	Tender Prices.....	7
2.10.	Tender Currencies	7
2.11.	Tenderers Eligibility and Qualifications.....	8
2.12.	Tender Security	8
2.13.	Validity of Tenders.....	9
2.14.	Format and Signing of Tenders	9
2.15	Sealing and Marking of Tenders.....	9
2.16.	Deadline for Submission of Tenders	10
2.17.	Modification and Withdrawal of Tenders	10
2.18.	Opening of Tenders.....	11
2.19	Clarification of Tenders	11
2.20	Preliminary Examination and Responsiveness	11
2.21.	Conversion to single currency	12
2.22.	Evaluation and Comparison of Tenders.....	12
2.23.	Contacting the Procuring entity	13
2.24	Post-qualification	13
2.25	Award Criteria	13
2.26.	Procuring entity’s right to accept or reject any or all tenders	14
2.27	Notification of Award	14
2.29	Signing of Contract.....	14
2.30	Performance Security	15
2.31	Corrupt or Fraudulent Practices	15
SECTION III	GENERAL CONDITIONS OF CONTRACT	21
3.1	Definitions	21
3.1	Application.....	21
3.2	Standards	21
3.3	Patent Right’s	21
3.4	Performance Security	22
3.5	Inspections and Tests	22
3.6	Payment.....	22
3.7	Prices	23
3.8	Assignment	23
3.9	Termination for Default	23
3.10	Termination of insolvency	23

3.11	Termination for convenience	24
3.12	Resolution of disputes.....	24
3.13	Governing Language	24
3.14	Force Majeure.....	24
3.15	Applicable Law.	24
3.16	Notices.....	24
SECTION IV - SPECIAL CONDITIONS OF CONTRACT		26
SECTION V - SCHEDULE OF REQUIREMENTS		28
SECTION VI STANDARD FORMS		55
7.1	FORM OF TENDER	56
7.2	CONTRACT FORM	57
7.3	CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM.....	58
7.4	PRICE SCHEDULE FORM.....	59
7.5	TENDER SECURITY FORM	60
7.6	TENDER SECURING DECLARATION.....	61
7.7	PERFORMANCE SECURITY FORM.....	62
7.8	MANUFACTURERS AUTHORIZATION FORM.....	63
7.9	LETTER OF ACCEPTANCE/NOTIFICATION OF AWARD.....	64
7.10	FORM RB 1	65
7.11	SELF DECLARATION FORMS - DEBARRED	66
7.12	SELF DECLARATION FORMS - CORRUPT OR FRAUDULENT PRACTICE.....	67

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 Appendix to Instructions to Tenderers. Successful tenderers shall be contracted for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the schedule of requirements.
- 2.1.2 The procuring entity's 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 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 the firm or any of its officials which have been engaged by the procuring entity to provide consulting services for the preparation of the design specifications and other documents to be used for the purpose of this invitation to tender.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs. 1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Documents

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.7 of these instructions to tenderers.
- (i) Instructions to tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of particulars of tender
 - (v) Form of Tender
 - (vi) Price Schedules
 - (vii) Contract Form

- (viii) Confidential Business Questionnaire Form
- (ix) Tender security Form
- (x) Performance security Form
- (xi) Authorization Form
- (xii) Declaration form
- (xiii) Request for Review Form
- (xiv) A Securing Declaration Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and particulars in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of tender Documents

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

2.4.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.5 Amendment of tender Documents

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

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

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

2.6 Language of Tenders

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

2.7. Documents Comprising the Tender

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

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) documentary evidence established in accordance with paragraph 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) tender security furnished in accordance with paragraph 2.12

2.8. Form of Tender

2.8.1 The tenderer shall complete the Form of Tender and the Price Schedules furnished in the tender documents, indicating the particulars of the tender.

2.9. Tender Prices

2.9.1 The tenderer shall indicate on the Price Schedules the unit prices and total tender price of the particular of tender under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the amounts to be paid by the tenderer to the procuring entity for the particulars of the tender under the contract.

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise stated in the appendix.

2.11. Tenderers Eligibility and Qualifications

- 2.11.1 Pursuant to paragraph 2.1.1 and 2.1.2 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.
- 2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of
 - a) Cash.
 - b) A bank guarantee.
 - c) Letter of credit.
 - d) Such insurance guarantee approved by the Public Procurement Regulatory Authority
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30
- (c) If the tenderer rejects a correction of an arithmetic error in the tender.

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 180 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

2.14.1 The tenderer shall prepare **an Original and Five (5 No.) Copies** of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

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

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

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and the Five copies of the tender in separate envelopes,
duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER".
The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall be addressed to

**The Principal Secretary,
The National Treasury**
Page 9 of 67

bear tender number and name in the Invitation to Tender and the words, “**DO NOT OPEN BEFORE Friday 4th December, 2020 at 11.00 a.m.**”

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

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

2.16. Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **Friday 4th December, 2020 at 11.00 a.m.**

2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

2.17. Modification and Withdrawal of Tenders

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

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

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

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

2.18. Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **Friday 4th December, 2020 at 11.00 a.m.** and in the location specified in the Invitation of tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The tender's names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
- 2.20.3 The Procuring entity 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 affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents

without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.21. Conversion to single currency

2.21.1 Where other currencies are used, the Procuring entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22. Evaluation and Comparison of Tenders

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

2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract

2.22.3 Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.

(a) Operational Plan

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

(b) Deviation in payment schedule

(i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price.

Tenderers are, however, permitted to state an alternative payment scheduled and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

2.22.5 The evaluation committee shall evaluate the tenders within 30 days from the date of opening the tender.

2.23. Contacting the Procuring entity

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

2.23.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.24 Post-qualification

2.24.1 The Procuring entity will verify and 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.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate

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

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and qualified to perform the contract satisfactorily.

2.25.2 To qualify for contract awards, the tenderer shall have the following:-

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement

- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

2.26. Procuring entity's right to accept or reject any or all tenders

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

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

2.26.3 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.

2.27 Notification of Award

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

2.27.2 The notification of award will constitute the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the unsuccessful tenderers shall be notified that their tenders have been unsuccessful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.30, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.29 Signing of Contract

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

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

2.29.3 The contract will be definitive upon its signature by the two parties.

2.29.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.30 Performance Security

2.30.1 The successful tenderer shall furnish the performance security in accordance with the Appendix to instructions to tenders, in a form acceptable to the Procuring entity.

2.30.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

2.31 Corrupt or Fraudulent Practices

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

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

2.31.3 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

Notes to the Appendix to the Instructions to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clauses in the Instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the particulars of the tender, and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
 - (a) The information that specifies and complements provisions of Section II to be incorporated.
 - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the particulars of the tender to be also incorporated.
4. Section II should remain unchanged and can only be amended through the Appendix to Instructions to Tenderers.
5. Clauses to be included in this part must be consistent with the public procurement law and regulations.

Appendix to instructions to Tenderers

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions 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.

ITT Clause Number	Amendments and Supplements Clauses in the Instruction to Tenderers
2.1.1	All tenderers are eligible; Eligible Candidates
2.4.1	<p>The address for requesting clarification is:</p> <p>The Principal Secretary The National Treasury Harambee Avenue 6TH Floor, Room 619 P.O.Box 30007- 00100 Nairobi Tel: +254 – 20 – 2252299 Email: procurement@treasury.go.ke</p>
2.6.1	The Language of all correspondence and documents related to the Tender is: English
2.9.3	The prices shall be FIXED
	Alternative Tenders to the requirements of the Tender documents will Not be permitted
2.10.1	Prices shall be quoted in Kenya Shillings
2.12.2	The Tender Security shall be; - Kenya Shillings One Million Only (Kshs. 1,000,000.00) from a reputable financial institution in Kenya valid for 30 days beyond the Tender Validity period.
2.13.1	The Tender validity period shall be 180 days.
2.14.1	<p>The number of copies of the Tender to be completed and returned shall be: One (1) original and Five (5) Copies.</p> <p>Bidders shall submit both Technical and Financial proposals in separate envelopes.</p> <p>Technical Proposals shall be sealed in separate envelopes and clearly marked “Technical Proposal”.</p> <p>The financial proposals should be sealed separately and clearly marked “Financial Proposal”</p> <p>All the proposals should be in one envelope clearly marked with the Tender Number without any indication of the name of the bidder.</p> <ul style="list-style-type: none"> • Technical proposal – original and Five (5) copies

	<ul style="list-style-type: none"> • Financial proposal – original and Five (5) copies - financial proposal shall include: <ul style="list-style-type: none"> ▪ Price Schedule form fully filled and signed, and ▪ Filled and signed Form of Tender <p>N/B: Bidders who indicate their financial proposals in the technical proposals shall be treated as non-responsive</p> <p>Only the Technical Proposals shall be opened on Friday 4th December, 2020 at 11.00 a.m.</p>
2.16.1	<p>Tender shall be submitted to</p> <p>The Principal Secretary, The National Treasury Harambee Avenue 6TH Floor, Room 619 P.O. Box 30007 - 00100 Nairobi</p> <p>The deadline for bid submission is: Date: Friday 4th December, 2020 at 11.00 a.m.</p>
2.18.1	<p>The Tender opening shall take place at:</p> <p>The National Treasury Harambee Avenue, Nairobi – Kenya 6th Floor Conference Room, Date: - Friday 4th December, 2020 at 11.00 a.m.</p>
2.20.1	<p>Preliminary Examination:</p> <p>The preliminary evaluation criteria will be as below: -</p> <p>Note: The Lead/ Prime Bidder Must be a Locally Owned Firm</p> <p>Mandatory requirements:</p> <p>TECHNICAL MANDATORY CRITERIA</p> <ol style="list-style-type: none"> 1. Certified copy of certificate of Incorporation or Certificate of Registration or equivalent for International Firms which MUST be certified by the Kenyan Mission in the respective countries of origin or the respective firms mission in Kenya (For each party/member of consortium in case of a joint venture) 2. Copy of Current Tax Compliance Certificate or equivalent for International Firms which MUST be certified by the Kenyan Mission in the respective countries of origin or the respective firms mission in Kenya (For each party/member of consortium in case of a joint venture) 3. Duly filled, signed and stamped Confidential Business Questionnaire (For each party/member of consortium in case of a joint venture)

4. Certified copy of County Government Single Business Permit (Prime / Lead bidder to provide)
5. Certified copy of certificate of Confirmation of Directors and Shareholding (CR 12) or equivalent for International Firms which **MUST** be certified by the Kenyan Mission in the respective countries of origin or the respective mission in Kenya (Issued within the last 12 Months to Tender Opening Date) (For each party/member of consortium in case of a joint venture)
6. Original Bid Security of **Kenya Shillings One Million Only (Kshs. 1,000,000.00)** from a reputable financial institution in Kenya valid for **30 days beyond the Tender Validity period. (To be attached in the Technical Proposals)**
7. Must have an Original Manufacturer's Authorization Form (MAF) for the proposed Hardware ((Prime / Lead bidder to provide)
8. Dully filled, signed and stamped Self-Declaration Form that the Tenderer is Not Debarred (For each party/member of consortium in case of a joint venture)
9. Dully filled, signed and Stamped Self Declaration form that the Tenderer will not engage in any Corrupt or Fraudulent Practice. (For each party/member of consortium in case of a joint venture)
10. Power of Attorney giving the name of the person who should be signing the bid, authorizing him to submit / execute the agreement as a bidding document
11. The bid document "**Original**" and "**Copies**" must be sequentially paginated / serialized.
12. Submitted the required number of copies for both the Technical Proposal i.e. **one (1) original and Five (5) copies**

FINANCIAL MANDATORY CRITERIA

1. Price schedule form duly filled, signed and stamped (Prime / Lead bidder) to provide in case of a joint venture (to attached in the Financial Proposal)
2. Duly filled, signed and stamped Form of Tender (Prime / Lead bidder to provide) to attached in the Financial Proposal
3. The bid document "**Original**" and "**Copies**" must be sequentially paginated / serialized.
4. Submitted the required number of copies for both the Financial Proposal i.e. **one (1) original and Five (5) copies**

NB: All copies that require certification to be certified by a Commissioner of Oaths or a Notary Public for Foreign Firms

AT THIS STAGE, THE TENDERER'S SUBMISSION WILL EITHER BE RESPONSIVE OR NON RESPONSIVE. THE NON RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER.

2.22.1	<p>Evaluation and Comparison of Tenders (Technical and Financial Evaluation)</p> <ul style="list-style-type: none"> • The pass mark to qualify for Financial Evaluation shall be 70% • Technical Evaluation will be done as indicated in the Terms of Reference • Any bidder who scores 70% and above, based on evaluation criteria provided in the terms of reference, shall be considered for financial evaluation and their financial proposal shall be opened. • The financial proposals for bidders who score less than 70% shall not be opened and they shall be return unopened. <p>The formulae for determining the Financial Score (Sf) is as follows: -</p> <p style="text-align: center;"><i>(Sf = 100 X ^{FM}/_F where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration or another proportional linear formula)</i></p> <p>The weights given to the Technical and Financial Proposals are:</p> <p style="text-align: center;">T= 0.80 P=0.20</p>
2.24	Post – qualification shall “be undertaken” Yes Due Diligence may be undertaken
2.25.1	Award Criteria: The bidder with the highest combined Technical and Financial Scores
2.30.1	Particulars of performance security - 10% of the contract sum from a reputable financial institution in Kenya

SECTION III

GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 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 services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.1 Application

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

3.2 Standards

3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.3 Patent Right's

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

3.4 Performance Security

- 3.5.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.5.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
- a) Cash.
 - b) A bank guarantee.
 - c) Letter of credit.
 - d) Such insurance guarantee approved by the Public Procurement Regulatory Authority
- 3.5.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.5 Inspections and Tests

- 3.6.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). 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 Procuring entity.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.6 Payment

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

3.7 Prices

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

3.8 Assignment

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

3.9 Termination for Default

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

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

3.10 Termination of insolvency

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

3.11 Termination for convenience

- 3.12.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.12.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.12 Resolution of disputes

- 3.13.1 The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.
- 3.13.2 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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.13 Governing Language

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

3.14 Force Majeure

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

3.15 Applicable Law.

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

3.16 Notices

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

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

1. The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract
2. The Provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the particulars of the tender. In preparing Section IV, the following aspects should be taken into consideration.
 - (a) Information that complement provisions of Section III must be incorporated; and
 - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the particulars of the tender must also be incorporated.
3. Section III should remain unchanged and can only be amended through the SCC Section IV.
3. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.7	Specify performance security : 10% of the contract sum from a reputable financial institution in Kenya
3.8	Payments will be based as per indicated in the Terms of Reference.
3.9	Specify price adjustments allowed. None
3.14	Specify resolution of disputes: Any dispute arising out of the contract which cannot be amicably settled between the parties shall be referred by either party to the Nairobi Centre for International Arbitration
3.17	Specify applicable law. Laws of Kenya
3.18	Notices shall be addressed and delivered to: The Principal Secretary The National Treasury Treasury Building, Harambee Avenue P.O. Box 30007 – 00100 Nairobi

SECTION V - SCHEDULE OF REQUIREMENTS

TERMS OF REFERENCE FOR DEVELOPMENT PUBLIC INVESTMENT MANAGEMENT INFORMATION SYSTEM (PIMIS)

1.0 Background

The Government of Kenya implements a wide range of publicly funded projects. Over the years, the amount of resources utilised for public investments has grown significantly. Further, following the Country's constitutional change in 2010, public investments widened with the operationalization of the 47 County Governments.

While the public investment at the national and county levels have recorded significant socio-economic impact, they have also faced various challenges, including: failure to carry-out rigorous project appraisals or public investments evaluation to verify that they represent efficient and effective solutions to identified problems; and lack of a comprehensive approach to public investment management processes including project identification, planning, appraisal, selection, budgeting, implementation, monitoring and evaluation, reporting, project closure, sustainability and ex-post evaluation.

Desirous to progressively improve the management of public investments, the Government has established a Public Investment Management (PIM) framework and developed Public Investment Management (PIM) Guidelines with the objective of providing a framework for screening public funded projects before funds are allocated to ensure quality, effectiveness and efficiency of projects implemented using public resources. Among other things, the PIM Guidelines provide for the design and maintenance of an efficient, effective and reliable Public Investment Management Information System (PIMIS).

The proposed PIM System takes cognizance that the Government of Kenya has an operational electronic Project Monitoring Information System (e-ProMIS) which was rolled out in the year 2010. The e-ProMIS is administered by the National Treasury and has been in use among various Government Ministries, Departments and Agencies (MDAs). The system is accessed through the URL: <http://e-promis.treasury.go.ke> and has five major applications, namely: Project Profile, Monitoring and Evaluation, Technical Assistance Personnel, Organization Profile and the Duty Exemption. These applications have different modules which are hyperlinked for ease of data sharing, communication and reporting.

However, the existing e-ProMIS is a web-based project portfolio management system with no automated work flows, approval levels and does not cover the whole PIM cycle: project identification and conceptual planning; pre-feasibility and feasibility; selection for budgeting; implementation, monitoring, evaluation and reporting; closure, sustainability and ex-post evaluation as outlined in the PIM guidelines.

1.1 Current e-ProMIS Application and Database Software

The electronic Project Monitoring Information System (e-ProMIS) is a web-based system accessed through the URL: <http://e-promis.treasury.go.ke> managed and administered by the National Treasury. The system has five major applications, namely: Project Profile,

Monitoring and Evaluation, Technical Assistance Personnel, Duty Exemption and Organization profile. These applications have different modules which are hyperlinked for ease of data sharing, communication and reporting.

- i. **Projects Application;** this is used to execute the bulk of project processes including recording project profiles (General Information, Organizations and contacts); information on budgetary (financial) operations of projects (including multi-year financing plans, appropriations, donor commitments, disbursements and expenditures); project monitoring and evaluation. Other key sets of information recorded under this application include performance data on Paris Declaration indicators; Project history (tracking of previously related projects); project resources and Attachments (uploading project documents)
- ii. **Technical Assistance Personnel (TA);** This application is designed to create technical assistance personnel profile, track and keep personal, background, technical assistance information and employment details. The TA application is able to control the number of TA's applications and approval in line with the number stipulated in the Financing agreement.
- iii. **Organization Profile;** this application captures the profile of Government institutions implementing projects. Key sets of information captured include the mandates of such institutions including each institution's vision and mission
- iv. **Duty Exemptions;** this application is dedicated to processing and tracking tax exemption related to external (donor) financing. This includes activities directly related to projects – such as exemptions on procuring of inputs (goods and services), as well as indirect project related activities such as associated with Foreign Missions operations.
- v. **Monitoring & Evaluation (M&E) Results Profile;** This application captures each project's results framework – (high level project outputs and outcomes, and indicators) which are used to monitor and report on the project's implementation. The M&E application tracks project implementation by automatically aggregating activities' progress to milestones then milestones to project completion level. Output indicators are also aggregated and linked to an outcome indicator.

1.2 e-ProMIS also provides other special functions to its users which include:

- i. A dashboard which is used to provide high level information to the management;
- ii. A report generator for formulating reports to meets specific user needs;
- iii. A chart function which provides graphical view of project information;
- iv. A list function which is used to generate lists of projects in different views determined by the needs of users.
- v. A web portal for e-ProMIS system accessed through e-promis.treasury.go.ke/portal is also provided to enable sharing information on public investments with the public. The portal is also a collaboration platform to enable the public to engage in a discussion forum.

1.3 Current Hardware and software Environment

e-ProMIS runs on following environment

In terms of architecture, e-ProMIS is based on a 3-tier Client-Server structure which has been virtualized allowing users to access the system through web browsers. The e-ProMIS application is developed in JAVA programming language and Intelligent Data Manager (IDM) technology. The database is based on Oracle platform (Oracle 11g). The application and the database servers are Sunfire Oracle Server X4170 M2 running on VMWare; Virtualized 64bit Windows Server 2008 Standard. This has been connected to a separate Dell EMC storage which has been configured as a Storage Area Network.

2.0 Problem Statement

To enhance the management of projects, the Government in year 2009 designed and developed an electronic Project Monitoring Information System (e-ProMIS). This system was rolled out in the year 2010 and is in use as a database system for projects portfolio management. However, the existing e-ProMIS is a web-based system which has no outlined work flows, approval levels and does not cover all PIM processes including project pre-investment and post-investment.

Currently the data on public investments are spread across different ministries, departments and agencies (MDAs) in different Government systems therefore making it very difficult to retrieve data for monitoring, evaluation and reporting to inform decision making in the management of public investments. To cater for these shortcomings, the Government is in the process of developing Public Investment Management Information System.

3.0 Purpose

The National Treasury is seeking for services of a qualified and experienced service provider to develop PIM Information System that automates the PIM business processes as outlined in the PIM Guidelines.

3.1 Objectives

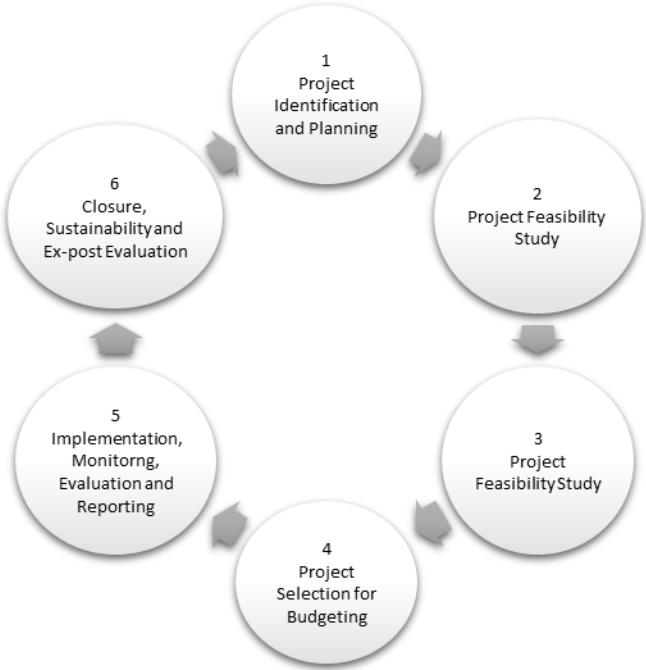
The project's objectives are as follows:

- i. To develop PIM Information System that will automate the PIM processes and ensure high availability and performance.
- ii. To interface seamlessly with other government information systems.
- iii. To migrate the necessary project related data from other Government systems to PIM Information System.
- iv. To incorporate Electronic Document Management System (EDMS) module into PIM system.
- v. To Supply, deliver, install, configure and commission the hardware infrastructure for PIM Information System

4.0 Proposed PIM Business Processes

This section presents detailed designs of the PIM processes that are anticipated to be supported by the PIMIS. The key processes relate to each of the 6 stages in the cycle: (i) Identification and Planning, (ii) Pre-feasibility and Pre-appraisal, (iii) Feasibility and Appraisal, (iv) Selection for Budgeting, (v) Implementation, Monitoring Evaluation and reporting, and (vi) Project Closure, Sustainability and Ex-post evaluation.

4.1 Public Investment Management Process Cycle

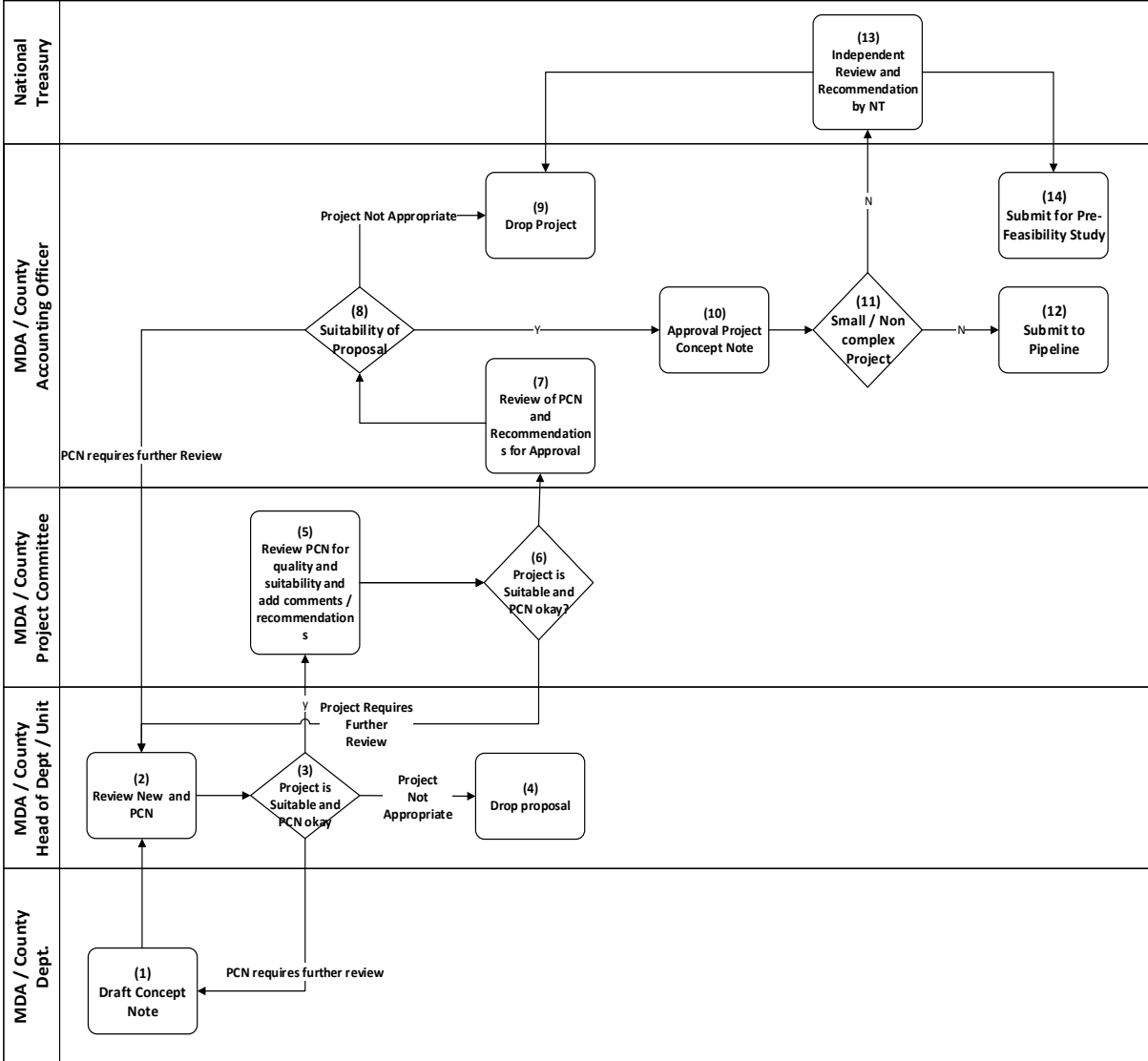


4.3 Project Identification and Planning

This is the first formal process of initiating or conceptualization of a project by an MDA / county. The end product of this process is a Project Concept Note (PCN) expected to be approved by the Accounting Officer of the respective MDA or County. The process of developing a Concept Note is largely the responsibility of the MDA / County. However, it is a requirement that the project concept is aligned to the National or County strategic goals.

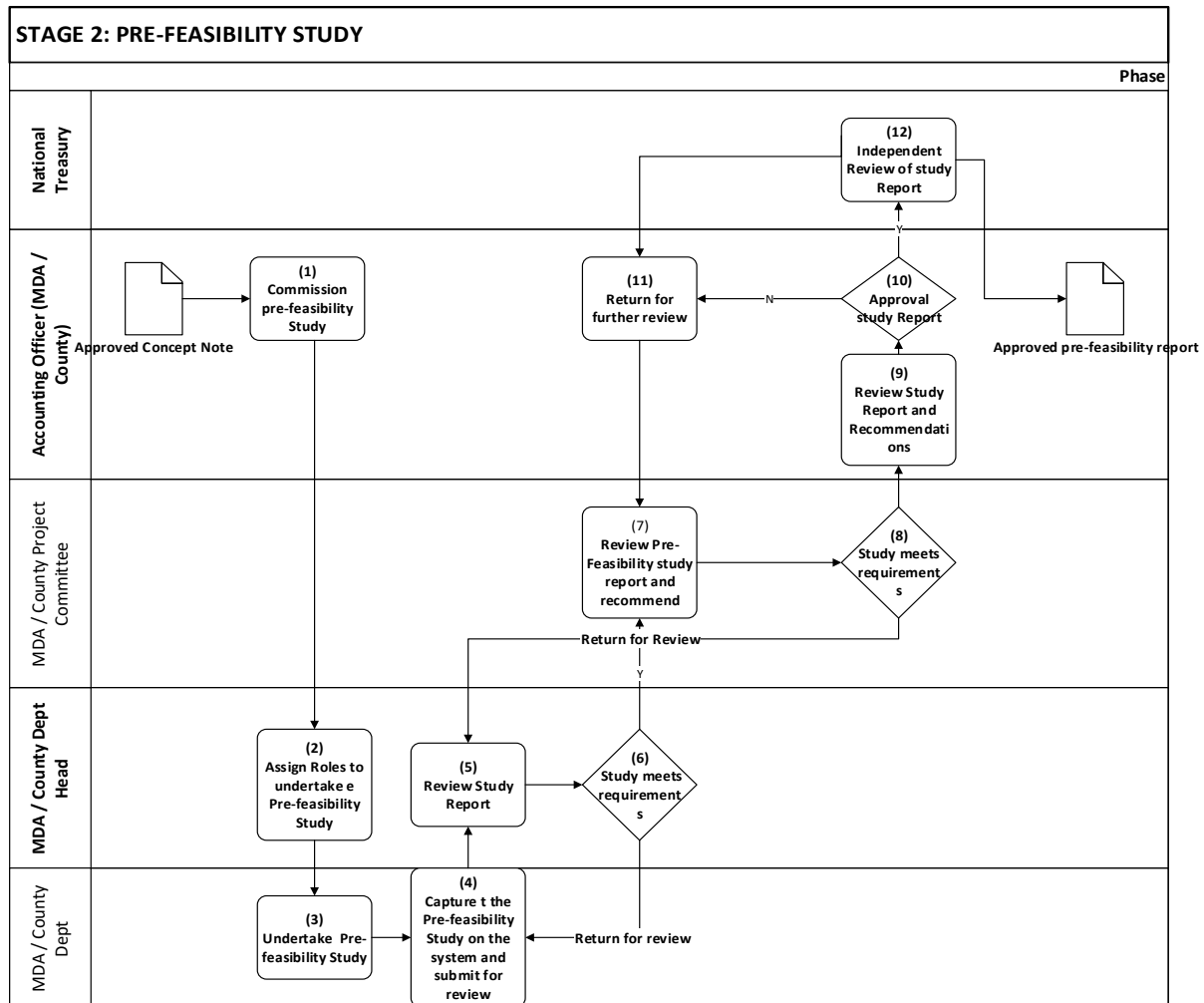
STAGE 1: IDENTIFICATION AND PLANNING

Phase



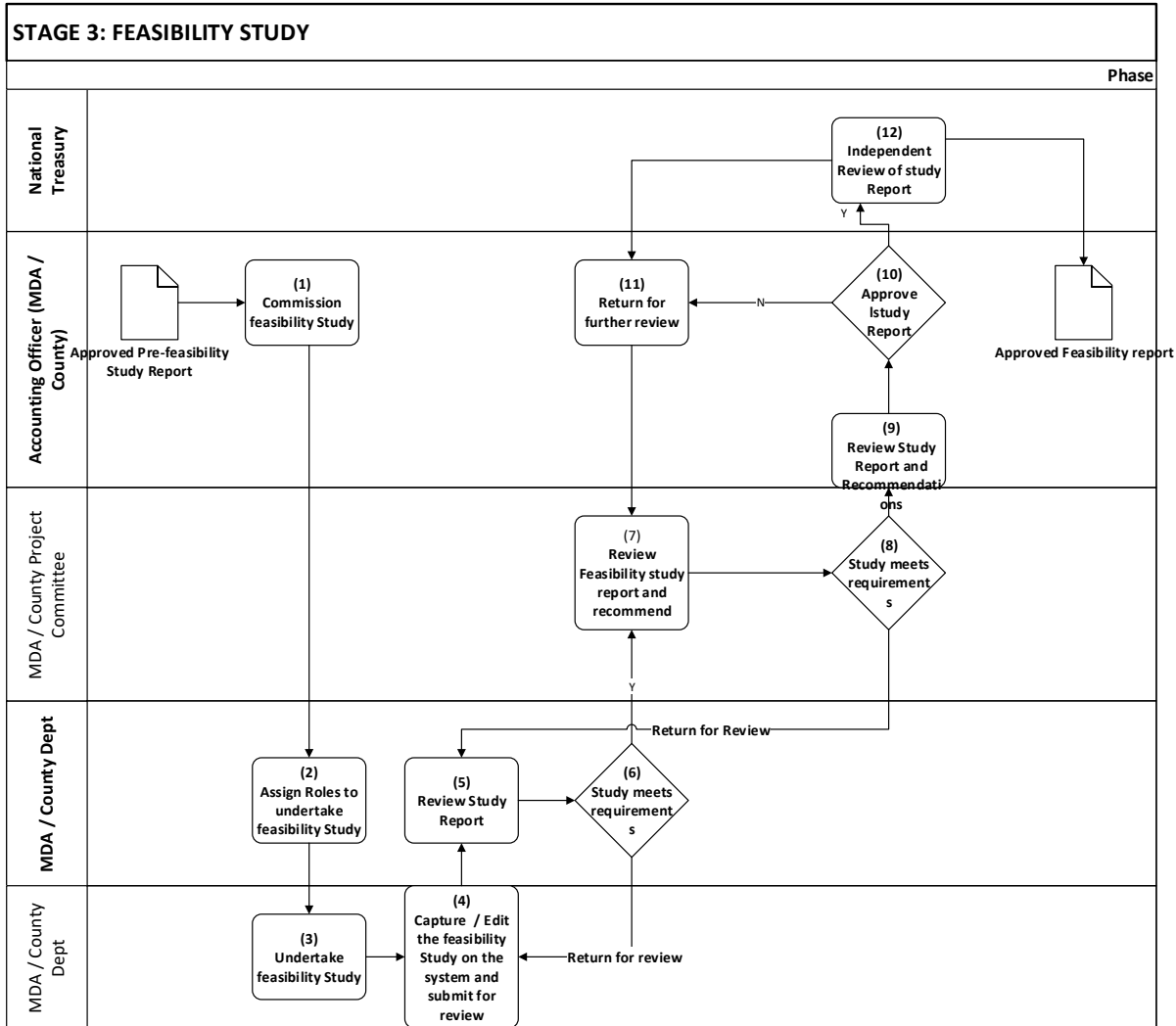
4.4 Pre-feasibility and Pre-appraisal

This stage requires an MDA or County to carry out a preliminary study or assessment of the Project concept to determine if there is overall justification to use the project as a vehicle to solve a problem. The pre-feasibility study enables the MDA / county to examine and analyse various possible options to the solutions. The end product is an approved Pre-Feasibility study on the basis of which the Accounting Officer will make a decision whether or not to proceed to feasibility study



4.5 Feasibility and Appraisal

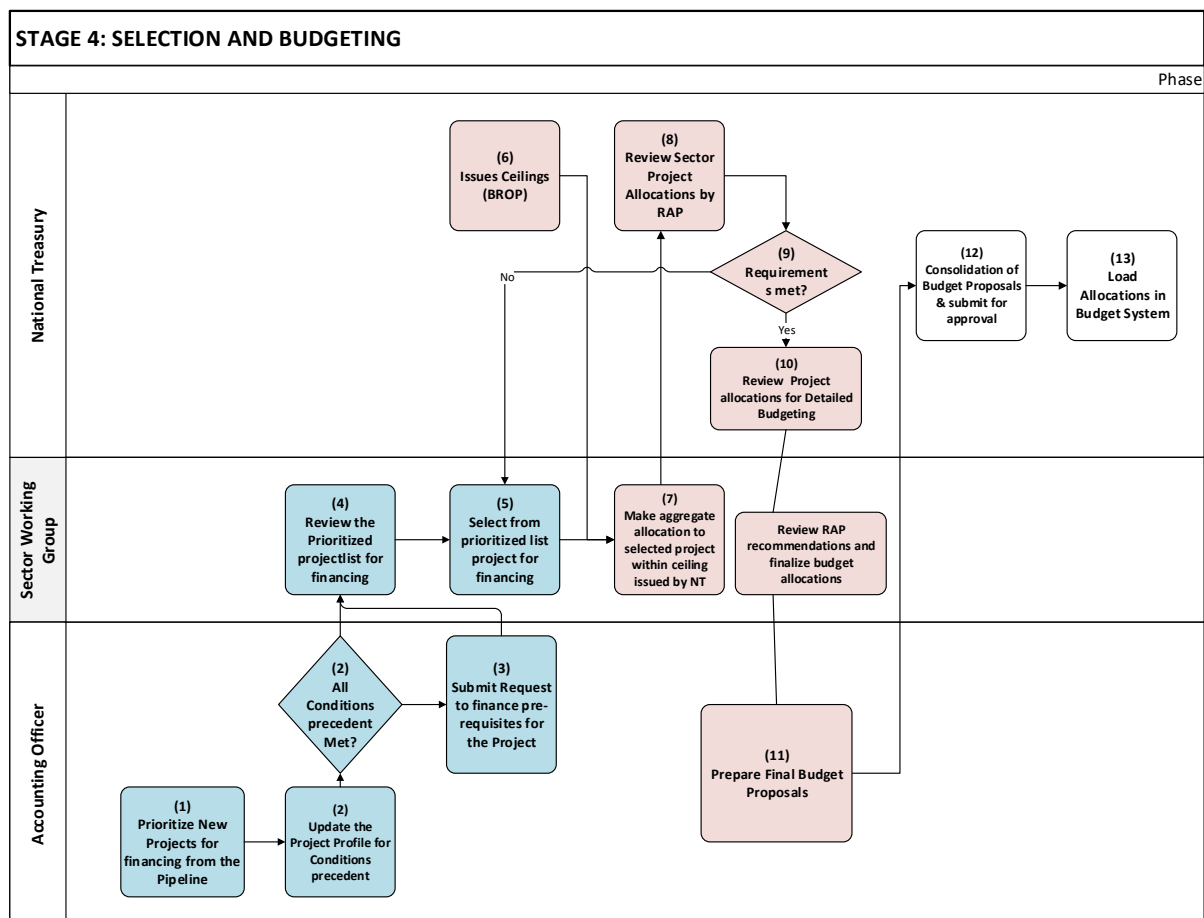
At this stage, the MDA / County carries out a detailed feasibility assessment of the project proposal examining the economic and social demand for it, environmental and social impact, and financial viability, among others. The feasibility study is the responsibility of each MDA or County. However, the National Treasury will give recommendation before it is approved. The end product is an approved feasibility study report approved by the Accounting Officer of the respective Ministry or County. The decision to progress with the project or not is made by the Accounting Officer.



4.6 Selection for Budgeting

The stage achieves two main elements:

- Prioritizations and selection of projects from the pipelines for financing. This includes identifying and confirming the source of funding and uploading the financing agreement at this stage. This first process will take place within the PIM Information System;
- The projected annual project costs shall be transferred electronically from PIM Information System to budget system for budgeting purposes



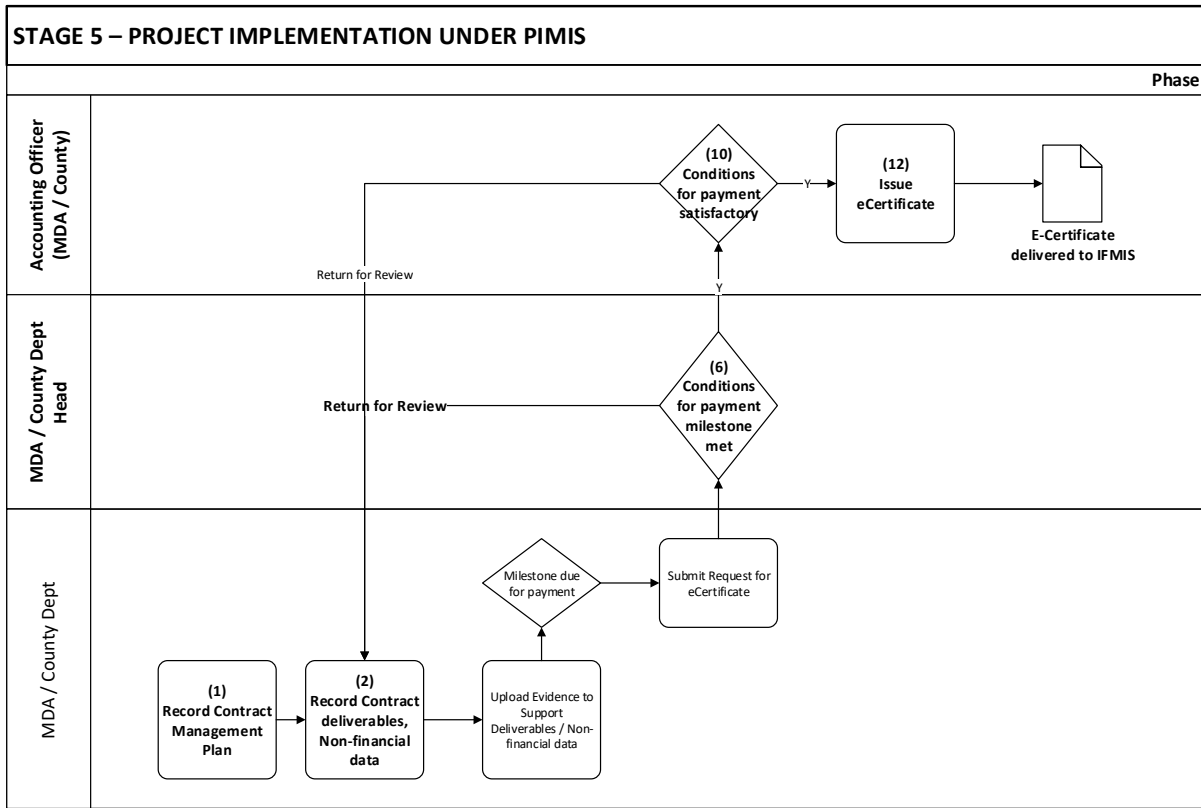
4.7 Implementation, Monitoring, Evaluation and Reporting

This stage consists of 3 main processes; implementation; monitoring and reporting; and Annual and mid-term evaluations

(a) Project Implementation:

This is about execution of planned project activities. It includes

- (i) reviewing and confirming the annual work plan, procurement plan and cash plan for the project,
- (ii) Procuring contracts for delivery of goods and services
- (iii) Payments for the goods and services as they are acquired. (This requires integration point with procurement and budget systems)



4.7 Project Closure, Sustainability and Ex-Post Evaluation

This stage consists of 3 main processes;

- (i) project closure,
- (ii) Evaluation, and
- (iii) Ex-Post evaluation

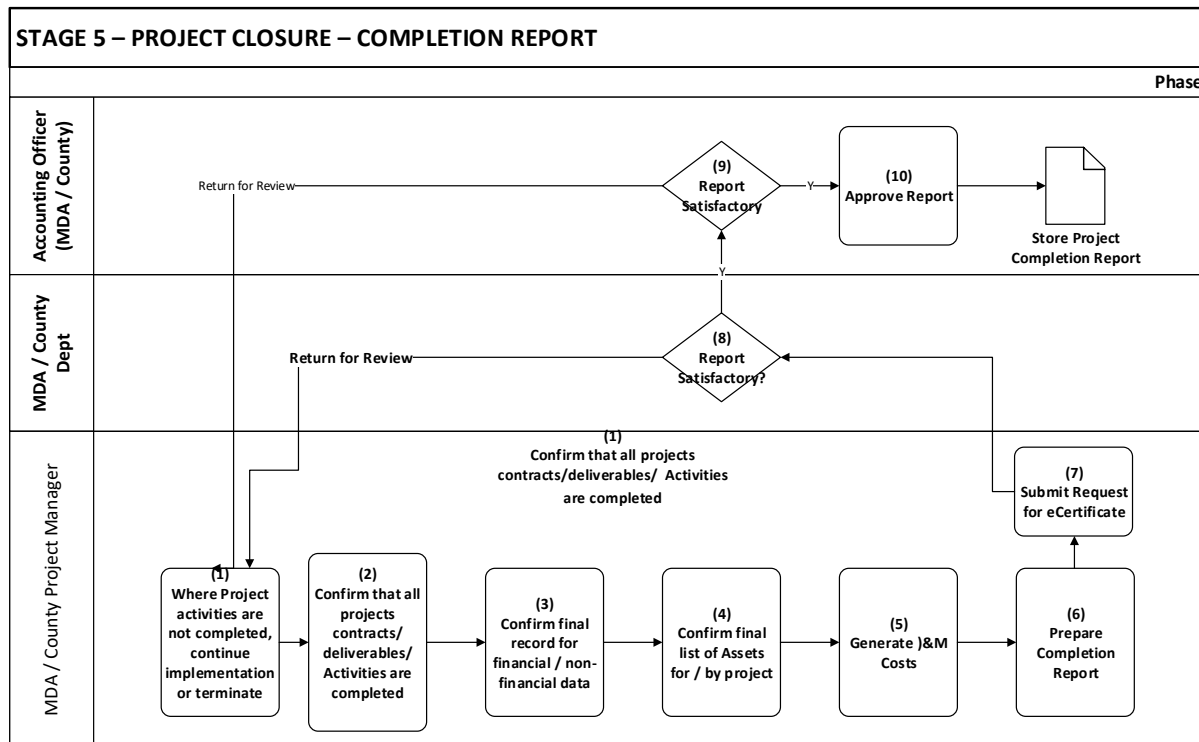
4.7.1 Project Closure

This stage includes preparation of the project completion report, once project implementation is completed, and handed over to the relevant Accounting Officer. The handover includes the assets acquired for during the project implementation. The figure below lays out the detailed process for project closure

The system should be able to facilitate project closure activities

- Demonstrating that the project implementation plan is completed and all contracts closed
- Recording final position on financial and non-financial data regarding project implementation
- Confirming the final list of assets acquired for or by the project

- Preparation of project closure reports
- Submitting the final report for approval by the Accounting Officer



Note

The same process applies for mid-term, end-term and ex-post evaluations.

i. 4.7.2 Evaluation

- Project End Term evaluation is commissioned by the Accounting Officer and captured on the systems
- The system should provide an options to the Accounting Officer to commission an end evaluation report of the project once a completion report has been approved. The Accounting Officer should also be able to assign responsibilities for project end evaluation. The report should then be captured using a pre-defined template as per the PIM Guidelines

ii. 4.7.3 Ex-Post evaluation

- Project ex-post evaluation is to be commissioned by the Accounting Officer and captured on the systems.
- The system should provide an option to the Accounting Officer to commission an ex-post evaluation report of the project once a completion report has been approved. The Accounting Officer should also be able to assign responsibilities for project ex-post evaluation. The report should then be uploaded and stored on the system, and be available to use by stakeholders.

5.0 Key Deliverables

The following key deliverables are envisaged from the service provider:

- Inception report
- Requirements specifications document
- Supply, deliver, install, configure and commission the hardware infrastructure for PIM Information System.
- Fully functional PIM Information system
- Datamigration Report
- System Integrations Report
- Training Report.
- System Handover Documentations: System source codes,
- User manuals, system design documents, technical manual
- Final Report

6.0 Scope of the assignment

The ultimate purpose of the assignment is to develop a comprehensive web-based PIM Information System (PIMIS) mapping all the PIM business processes and with various approval levels that enables the National and County Governments process their projects as per the PIM guidelines.

The service provider will be required to demonstrate understanding of PIM processes through the use of conceptual or logical diagrams, flow charts, designed interfaces or any other form that is most suitable to them in a convincing way that the service provider understood the requirements and can deliver the task.

The system shall have highly interactive features and the service provider shall undertake the following interrelated tasks:

- 6.01 Review PIM processes as provided by the PIM Guidelines (to-be). The Guidelines are available for download on the Treasury website accessed through www.treasury.go.ke. (The service providers are advised to familiarize themselves with the legal mandate of PIM);
- 6.02 A detailed design of the proposed PIM Information system that automates the PIM processes
- 6.03 To configure, install, test and commission the new developed PIM Information System for
Live/Production instance, test/training instance, Public access portal, and offline module for
capturing data while the user is not connected to the internet,
- 6.04 Develop database to cater for all public projects in the Government clearly categorizing the
project status (ongoing, stalled, completed etc)
- 6.05 Develop a criterion for identifying pipelined and prioritised projects in the database

- 6.06 Ensure the system enables drill down into project data to view critical information (history, relationship etc);
- 6.07 Create dynamic dashboards for visual display and analytics for data accessed by all primary users;
- 6.08 Develop a document management module in PIM Information System;
- 6.09 Data Migration: Provide a detailed and clear data conversion and migration plan & strategy with time frame; Migrate project data from e-ProMIS and other existing Government systems to the PIM Information System upon completion.
- 6.10 To ensure end-to-end functionality of the system, the following system testing shall be carried out before deployment
 - (i) Functional testing
 - (ii) Integrity testing
 - (iii) Regression testing
 - (iv) Load testing and
 - (v) Security testing.

7.0 System Deployment

After the development, the system will first be tested in the premises of the Software Design Document (SDD) and any bugs identified before deployment. The service provider shall support the client in terms of stabilization and refine the system to the end user's acceptance.

8.0 System Integration:

The developed PIM Information System should integrate easily with other Government electronic systems. The developer should deliver the following key integrations; Integrated Financial Management Information System (IFMIS); integrated Customs Management System (i-CMS) and integrated Tax System (i-Tax)

9.0 Reporting capabilities

The solution should provide for:

- i. Predefined commonly/frequently requested aggregate/summarized and detailed reports as will be defined by Software Design Document that will be dynamically and interactively generated through queries that mine data from the database;
- ii. Ad-hoc and customizable reporting tools that allow users to define the kind of report they want. Easy to use wizards that will enable users to create customized reports;
- iii. Ability to generate detailed reports about the system performance & metrics;

- iv. Exporting reports capability to various office software formats - reports have the ability to be exported to word, Excel and PDF formats among others and deliver HTML for internet & mobile users;
- v. Importing capabilities from CSV and XML format;
- vi. Embedded Report visualization and presentation tools;
- vii. Dynamic dashboards with traffic lights on the status of the project- relevant to specific users. Each user should be able to access a personalized dashboard that will consolidate all the right information to be brought to the user's attention without the need of the user navigating to various sections of the system.
- viii. Map module which is GIS enabled maps and reports linked with google maps drilling down to the project implementation area and other details pertaining to the project
- ix. Robust Search capabilities - The system should possess a search feature that will enable users to quickly locate information whenever it is required. Users should be able to search for any content that is stored in the system database by creating searches based on content properties/metadata;
- x. Workflow Manager-Which allows a user to streamline and standardize the business process as workflows with approval stages.
- xi. Alerts and notifications - The system should be able to send emails and receive auto generated alerts/SMS to specific individuals whenever they need to be notified of an action;

10.0 Training:

System users should be trained to be able to use the system depending on their levels of authorization. The solution provider should conduct several trainings for MDAs staff for a smooth transition. A training plan should be submitted, and the trainings should include but not limited to the following areas:

- i. System user training (150 users) in workshop for not less than 7 days
- ii. Trainer of trainers training (20) in workshop for not less than 7 days
- iii. System Administration Centre training (user administration, Security, Organisations, and other infrastructure) for six (6) system administrators in a workshop for a duration of two weeks;
- iv. Basic and Advanced Technical and system administration training for six (6) system administrators for not less than 3 weeks for Original Equipment Manufacturer (OEM) approved sites.

11.0 Redundancy, Backup, Restore and Data Archiving capabilities

- i. The service provider shall implement a high availability setup.
- ii. The provider will be required to assure adequate back-up procedures.

- iii. The system should provide tools for backup and restore facilities.
- iv. The system should allow archiving of old, unused data to improve system performance.
- v. The system should allow the users to access archived data from different queue and also provide the capability to search report and export the data;

12.0 System Handover documentations

- i. Development plan of the solution; It corresponds to the document with detailed strategy to address the problems and all activities required for the development and implementation of the solution.
- ii. Documentation - Content Design Document (CDD), User Manuals, Installation Manual, Business Model, Diagram Solution Architecture, Glossary, Data Dictionary, Data model, Use Case Model, Risk List, Material Support End User and other documentation of the assignment will be completed and handed over to the client.
- iii. Source Code- The system provider should ensure security of the source code through escrow arrangements and train the technical staff to be able to trouble shoot, add new features and parameters in the back-end and perform any adjustment to the system as and when required.
- iv. Testing plan - The System provider should describe in detail in their proposal on the testing environment and methodology to be used prior to handing over the system for client user acceptance testing (UAT).

13.0 System Administration

- i. System Administration Centre - allows User management (User registration, editing / deleting existing users, creating new user roles and groups and assigning members under them, deleting user groups, granting the users with user rights and privileges); Data Management (organizing the classifiers existing in the system, view their items, add new items to them); The administration centre should handle different levels of administration and any other system administration requirements;
- ii. Statistical management tools: Implement User Activity Monitoring Systems (UAMS) including the analysing tools for both UAM-Hits (analytical tool to monitor the actions undertaken by the logged users, this application is designed to collect a wide range of user behaviour statistics).

14.0 Supply, deliver, install, configure and commission the hardware infrastructure for PIM Information System

Minimum Server technical specifications

SN	FEATURE	KEY DESCRIPTION AND SPECIFICATIONS	SERVICE PROVIDERS COMPLIANCE
1.	Form Factor	3U Rack Mountable Server	

SN	FEATURE	KEY DESCRIPTION AND SPECIFICATIONS	SERVICE PROVIDERS COMPLIANCE
2.	Chassis	2.5" Chassis with 8 hard disk slots	
3.	Processor	4x Intel® Xeon® Gold 6252 2.1G, 24C/48T, 10.4GT/s, 35.75M Cache, Turbo, HT (150W) DDR4-2933 Provision for 3rd and 4 th Processor	
4.	Processor Thermal Configuration	2 CPU Heatsink expandable to 4 processors	
5.	Memory DIMM Type and Speed	4TB 2666MT/S RDIMMs Dual rank	
6.	Memory Configuration Type	Performance Optimized	
7.	Operating System Certified	Support Microsoft®Windows Server® or 2016 Microsoft Windows Server 2016 SP1, x64 (includesHyper-V®v2) •CentOS®Linux Enterprise Server •SUSE®Linux Enterprise Server •Red Hat®EnterpriseLinux®Virtualization options	
8.	Front	2 x USB 3.0 port 1 x VGA port	
9.	Rear	2 x USB 3.0 ports 1 x VGA port 1 x hdmi port	
10.	RAID'	C7, Unconfigured RAID for HDDs or SSDs (Mixed Drive Types Allowed)	
11.	RAID/Internal Storage Controllers	PERC H330+ RAID Controller, Adapter, Full Height with support for RAID 0, 1, 5, 6, 10	
12.	Storage	2x1TB 7.2K RPM SAS 12Gbps 512n 2.5in Hot-plug Hard Drive, CK	
13.	Storage Network Connectivity	Dual FC Card with 2xSFP modules Fiber Patch Cables 3meters (LC/LC SC/SC LC/SC LC/FC)	
14.	Embedded	iDRAC9, Express	

SN	FEATURE	KEY DESCRIPTION AND SPECIFICATIONS	SERVICE PROVIDERS COMPLIANCE
	Systems Management		
15.	Network Daughter Card	Intel Ethernet I350 QP 1Gb Server Adapter Dual port, Full Height, CusKit able to support 10/100/1000gbps	
16.	Additional Network Cards	Broadcom 57414 (or alternative) Dual Port 25Gb, SFP28, PCIe Adapter, Full Height.	
17.	Optics & Cables for Network Cards	SFP28 SR Optic, 25GbE, 85c High Temperature, for Broadcom 57414 rNDC (or alternative) and Mellanox LX 25Gb (or alternative)	
18.	Power Supply	Dual, Hot-plug, Redundant Power Supply (1+1), 1100W	
19.	Power Cords	2 X (C13 to C14, PDU Style, 12 AMP, 2 Feet (2m) Power Cord, North America)	
		2 X (C13 to C14, PDU Style, 12. AMP, 6.5 Feet (2m) Power Cord, North America)	
20.	BIOS and Advanced System Configuration Settings	Performance BIOS Setting	
21.	Advanced System Configurations	UEFI BIOS Boot Mode with GPT Partition	
22.	Rack Rails	Ready Rails™ Sliding Rails With Cable Management Arm	
23.	System Documentation	Open Manage DVD Kit	
24.	Virtualization Solution Support	Support for VMware vSphere Enterprise Plus, VSAN, vCenter Server RecoverPoint 4 Virtual Machines, Kernel-based Virtual Machine (KVM), Oracle VM	

SN	FEATURE	KEY DESCRIPTION AND SPECIFICATIONS	SERVICE PROVIDERS COMPLIANCE
		Server, XenServer etc	
25.	Sliding rackmount monitor	Supports 19" - 22" LCD with a VESA mount Compatible with any KVM switch Articulated cable management included	
26.	Warranty	2 Years Basic Hardware Warranty Repair: 5x10 HW-Only, 5x10 NBD Onsite	
**The Bidder should provide VMware vSphere Hypervisor (ESXi) 7.0U1 with at least 3 year support License.			

15.0 Non- Functional Requirements

15.1 Security features

The service provider shall adhere to the following security requirements:

- i. Include a programme to stop spam and other intrusions;
- ii. Implement Active Directory Authentication or equivalent;
- iii. Provide strong authentication & authorization and risk management and ensuring security and protection at data level by providing segregation of duties, low level access, and encryption of data at rest and during data transfer;
- iv. The Login, password and user settings should be limited to administrator role; have different levels of confidentiality settings for different groups and individuals;
- v. Secure Socket Layer (SSL) support for at least 3years;
- vi. Database level security separate from the application level security.
- vii. Clear roles and responsibilities segregation;
- viii. Access control must be granular with capabilities to restrict user access rights at the following levels:
 - Transaction-limits the ability to perform system functions based on configured user roles and groups;
 - Field and account Level security;
 - One- time password.
- ix. Configurable audit trails - support the auditing of data changes by users on particular fields, characteristics, or transactions. When a change is made to an audited field, the system captures the user, the date/time, the primary key of the row, the before/after images of the field value, and the database action performed; configured to capture details when specific records are searched for and displayed

15.2 Speed Requirements

- i. Response time should not be more than 4 seconds for any transactions except in generation of reports
- ii. Response time in generation of any reports should not be more than 10 seconds
- iii. Mirroring to the failover should not take more than 30 seconds after any transaction

15.3 Capacity Requirements

- i. There will be a minimum of 600 concurrent users at peak use times for the PIM Information system
- ii. There will be a minimum of 50 concurrent users at peak use times for the PIM Information demo system
- iii. There will be a minimum of 1500 concurrent users at peak use times for the PIM Information system web portal

15.4 Availability and Reliability Requirements

- i. The system should be available 24/7, with the exception of scheduled maintenance
- ii. The system shall provide storage of all databases on redundant computers with automatic switch-over.
- iii. The system shall provide for replication of databases to off-site storage locations.
- iv. The system MUST at all times provide correct information and perform correct and accurate computations. It should be free of any functional errors at all times.
- v. The system and Database will be replicated on intervals to be determined for high availability
- vi. The system should be designed to remove all single points of failure and should provide the ability to recover from failures, thus protecting against many multiple component failures;
- vii. The system should be a highly scalable solution, which is designed in a scale up/out model at each layer. This will provide the model for future growth;

16.0 Methodology

The service provider will use established tools and techniques that will facilitate efficient use of resources on the review and analysis of the PIM business process. The service provider will be expected to develop a technical methodology for the delivery of the PIM Information System for consideration by the National Treasury technical team. The methodology will be discussed and agreed upon between the National Treasury and the service provider.

17.0 Duration of the Assignment & Warranty

The duration of assignment will be twelve (12) months from the date of contract signing and twelve (12) months post-go live warranty for the software which will ensure: -

- (i) Smooth operation of the bug-free system
- (ii) Support helpdesk and advice on issues of operating the PIM Information System
- (iii) Bug fixes and patches along with necessary technical information to address and resolve detected system malfunctions, if any.
- (iv) Minor feature enhancements and customizations, within the scope of PIM Information System.
- (v) Perform regularly scheduled automatic or manual/ user generated data backups.

18.0 Coordination and Monitoring

- (i) Coordination and general supervision of the assignment will be provided by the PS/ National Treasury
- (ii) Monitoring and supervision of specific activities and achieving the expected results of the service provider will be supervised by the PS/ National Treasury

19.0 Qualifications and Experience of the Service Provider

19.1 Firm's Experience

Interested Service Provider should have the following qualifications and experience;

- i. The firm should have been in existence for at least 15 years.
- ii. At least 10 years' experience in developing public investment management information systems.
- iii. Must have undertaken system integration with other Government Information Systems e.g. Tax Authority Systems, Banking Systems, Financial Management System etc in the Public sector.
- iv. Must have undertaken high traffic public web portal in Public sector.
- v. Must have undertaken at least 3 orders / contracts from different Public sectors with values of at least K Shs. 100 million performed in the past 5 years in PIM Information System development or Integrated Bank of Projects and provide links for the same.

19.2 Staff Qualification

The service provider must have the following qualifications:

- i. **Project Manager**

- Master's Degree in Information Technology / Computer Science or Project Management
- Professional qualification in project management e.g. Project Management Professional (PMP) or Prince2 Certified
- Experience in implementing at least three (3) Integrated Bank of Projects systems/PIM Information Systems.

ii. **Business Process Analyst**

- Bachelor's degree in Information Technology / Computer Science, Economics or Project Management.
- Have qualification in Public Investment Appraisal and Risk Analysis / Project Appraisal and Risk Management
- Have experience of at least three (3) years as a Business Analyst.

iii. **System Developer (at least 2 No.)**

- Bachelor's degree in Computer Science, Computer/Software Engineering or related field
- Have at least 5 years' experience in programming; systems design development and implementation.
- Experience in developing three (3) PIM Information Systems

iv. **Database Expert**

- BSc degree in computer science/IT or relevant field
- Certification in Database Management Systems.
- Have experience of at least 3 years in system development/ or in relevant field.

v. **Web Designer -**

- BSc degree in computer science/IT or relevant field
- Certification in relevant web design.
- Experience of at least 3 years in web based system design and development

vi. **Geographical Information System (GIS) Technology expert**

- BSc degree in computer science/IT or relevant field
- Certification in GIS technology, geomatics, environmental science
- Three (3) years' experience in technical design applications like ArcView GIS or ESRI extensions, AutoCAD or related GIS applications

vii. **Network Expert**

- BSc degree in computer science/IT or relevant field
- Certification in computer networking certifications, such as CompTIA's Network+, Cisco's CCNA etc
- At least 3years experience in computer networking.

20.0 Pre-award confirmation

The successful service provider is expected to provide evidence of three (3) PIM Information Systems that they have developed within the last five (5) years by sponsoring/facilitating five (5) officers to visit the field sites where the systems were developed.

21.0 Evaluation Criteria

21.1 Mandatory Requirement

TECHNICAL MANDATORY CRITERIA

1. Certified copies of certificate of Incorporation or Certificate of Registration or equivalent for International Firms which **MUST** be certified by the Kenyan Mission in the respective countries of origin or the respective firms mission in Kenya (For each party/member of consortium in case of a joint venture)
2. Certified copies of Certified Current Tax Compliance Certificate or equivalent for International Firms which **MUST** be certified by the Kenyan Mission in the respective countries of origin or the respective firms mission in Kenya (For each party/member of consortium in case of a joint venture)
3. Duly filled, signed and stamped Confidential Business Questionnaire (For each party/member of consortium in case of a joint venture)
4. Certified copies of County Government Single Business Permit (Prime / Lead bidder to provide)
5. Certified copies of certificate of Confirmation of Directors and Shareholding (CR 12) or equivalent for International Firms which **MUST** be certified by the Kenyan Mission in the respective countries of origin or the respective mission in Kenya (Issued within the last 12 Months to Tender Opening Date) (For each party/member of consortium in case of a joint venture)
6. Original Bid Security of **Kenya Shillings One Million Only (Kshs. 1,000,000.00) from a reputable financial institution in Kenya valid for 30 days beyond the Tender Validity period. (To be attached in the Technical Proposals)**
7. Must have an Original Manufacturer's Authorization Form (MAF) for the proposed Hardware (Prime / Lead bidder to provide)
8. Dully filled, signed and stamped Self-Declaration Form that the Tenderer is Not Debarred (For each party/member of consortium in case of a joint venture)

9. Dully filled, signed and Stamped Self Declaration form that the Tenderer will not engage in any Corrupt or Fraudulent Practice. (For each party/member of consortium in case of a joint venture)
10. Power of Attorney giving the name of the person who should be signing the bid, authorizing him to submit / execute the agreement as a bidding document
11. The bid document “**Original**” and “**Copies**” must be sequentially paginated / serialized.
12. Submitted the required number of copies for both the Technical Proposal i.e. **one (1) original and Five (5) copies**

FINANCIAL MANDATORY CRITERIA

1. Price schedule form duly filled, signed and stamped (Prime / Lead bidder) to provide in case of a joint venture (to attached in the Financial Proposal)
2. Duly filled, signed and stamped Form of Tender (Prime / Lead bidder to provide) to attached in the Financial Proposal
3. The bid document “**Original**” and “**Copies**” must be sequentially paginated / serialized.
4. Submitted the required number of copies for both the Financial Proposal i.e. **one (1) original and Five (5) copies**

NB: All copies to be certified by a Commissioner of Oaths or a Notary Public for Foreign Firms

21.2 Detailed Technical Evaluation

No	Description of Criteria	Max Scores
1.	General Experience of the firm The firm must have been in existence for the last 15 years with 10 years on development of PIM Information System / Integrated Bank of Projects	10
2.	Specific Experience of the firm Must attach 3 orders / contracts from different Public sectors with values of at least KShs. 100 million each within the last 5 years on development of public investment information system / Integrated Bank of Projects Provide; <ul style="list-style-type: none"> • Links for the developed PIM Information Systems • Recommendation letter from the client or certificate of completion for the specific product and service 	20
	System integration Must attach 2 order / contract from Public sector where the service provider has been able to undertake system integration e.g., Tax Authority Systems, Banking Systems, Financial Management System.	5
	Public Web Portal	5

No	Description of Criteria	Max Scores
	Must attach 2 order / contract from Public sector where the service provider has been able to undertake high traffic public web portal. Provide links for the developed web portal.	
3.	<p>Approach and methodology</p> <p>Provide Methodology i.e. detailed work plan and methodology on how the bidder intends to execute and manage the contract if awarded which includes;</p> <ul style="list-style-type: none"> • Methodology and work plan in response to the Terms of Reference • Clear and concise project implementation / execution plans with logical sequence of task and milestones • Project organization chart with clear roles, responsibilities and reporting lines. • Complete training plan for users, Training of Trainers, system administrators • Testing plan and migration plan • Support Mechanism / plan after go live and associated local resource personnel 	15
4.	<p>Financial Strength: Demonstrate financial capability by submitting audited financial statements for the last 3 year with:</p> <p>An annual turnover of KShs. 350 Million per year. A cash flow of KShs. 100 Million. A current ratio greater than one Debt ratio ≤ 1</p>	10
5.	<p>Project Manager – Must attach C.V.</p> <ul style="list-style-type: none"> • Master’s Degree in Information Technology / Computer Science or Project Management. (attach copy of the certificate) • Professional qualification in project management e.g. PMP/Prince2 Certified (attach copy of the certificate) • Experience in implementing at least three (3) ICT related projects as a project manager. 	5
6.	<p>Business Process Analyst – At least 1 No.</p> <ul style="list-style-type: none"> • Bachelor’s degree in Information Technology / Computer Science, Economics or Project Management. (attach copy of the certificate) • Qualification in Public Investment Appraisal and Risk Analysis / Project Appraisal and Risk Management (attach copy of certificate) • Experience of at least three (3) as a Business Analyst 	5
7.	System Developer – At least 2 No.	5

No	Description of Criteria	Max Scores
	<ul style="list-style-type: none"> • Bachelor degree in Computer Science, Computer/Software Engineering or related field (attach copy of the certificate) • 5 years' experience in programming; systems design development and implementation. • Must have developed three (3 No.) PIM Information System development 	
8.	<p>Database Expert - At least 1 No.</p> <ul style="list-style-type: none"> • BSc degree in computer science/IT or relevant field (attach copy of the certificate) • Certification in Database Management Systems. (attach copy of the certificate) • Experience of at least 3 years in system development/ or in relevant field. Give reference of at least 3 projects. 	5
9.	<p>Web Designer – At Least 1 No.</p> <ul style="list-style-type: none"> • BSc degree in computer science/IT or relevant field (attach copy of the certificate) • Certification in relevant web design. (attach copy of the certificate) • Experience of at least 3 years in web based systems • Provide links for 3 web based systems designed and developed. 	4
10.	<p>GIS Technology expert (at Least 1 No.)</p> <ul style="list-style-type: none"> • BSc degree in computer science/IT or relevant field • Certification in GIS technology, geomatics, environmental science (attach copy of the certificate) • Three (3) years' experience in technical design applications like ArcView GIS or ESRI extensions, AutoCAD or related GIS applications (attach copy of the certificate) 	3
11.	<p>Network Expert (at Least 1 No.)</p> <ul style="list-style-type: none"> • BSc degree in computer science/IT or relevant field (attach copy of the certificate) • Certification in computer networking certifications, such as CompTIA's Network+, Cisco's CCNA etc (attach copy of the certificate) • At least 3years experience in computer networking. 	3
12.	Compliance to Hardware specifications	5
	TOTAL	100

Notes:

1. The pass mark for Technical score to be 70%;
2. Service provider should note that it might be necessary to conduct due diligence of the referenced sites;
3. Service providers proposing consortiums, joint ventures or teaming agreements should note that all should clearly describe the responsibility of each party in the assignment and each part shall be recognized in the contract together with their responsibilities. Any changes in the teaming arrangements during the execution of the arrangement must be approved by the National Treasury;
4. If for any reason a successful service provider need to replace any staff, the service provider must maintain the staff requirement criteria and such changes shall be evaluated and approved by the National treasury;
5. The service provider **MUST** form a consortium or joint venture with a local firm in case of an international firm. The teaming agreement with a local firm should clearly describe the responsibility of each party in the assignment and each part shall be recognized in the contract together with their responsibilities. Any changes in the teaming arrangements during the execution of the arrangement must be approved by the National Treasury;
6. Award Criteria: The bidder with the highest combined Technical and Financial Scores

22.0 Completion and Submission of Reports

Reports	Timelines
<ul style="list-style-type: none">• Detailed inception report• As- is- report• To- be-system process report• Detailed work plan on work delivery	First month
<ul style="list-style-type: none">• User Requirements Report• System Infrastructure and Security requirements reports• Business process report - including the business process requirements, process design document	Third month
<ul style="list-style-type: none">• Develop, configure, install, test and commission the new developed PIM Information System for Live/Production instance, test/training instance, Public access portal and offline module for capturing data.	Eighth month
<ul style="list-style-type: none">• System Installation report• System Integration Report• Risk analysis report with proposed mitigation	Tenth month

Reports	Timelines
measures <ul style="list-style-type: none"> • System testing report • Any other required reports 	
<ul style="list-style-type: none"> • System handover report • Source codes 	Twelfth month
<ul style="list-style-type: none"> • Post go-live warranty support 	Quarterly report

15.0 Terms of Payments

The consultancy will be paid by the National Treasury. The payments will be in phases namely:

- i. Inception report – 10%
- ii. System user requirements - 15%
- iii. Development and deployment of the system and Hardware delivery - 20%
- iv. Developed system ready for data migration and Integration - 25%
- v. System handover - 20%
- vi. Post go live warranty support- 5%

SECTION VI STANDARD FORMS

Notes on the sample Forms

1. **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.

2. **Price Schedule Form-** The price schedule form must similarly be completed and submitted with the tender.

3. **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.

4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.

5. **Tender Security Form** - When required by the tender documents the tenderer shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity. The tender security form must be completed by the tender and submitted with the tender.

6. **Performance security Form-** The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

7. **Authorization Form** - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the principal where the tenderer is an agent.

7.1 FORM OF TENDER

Date _____
Tender No. _____

To: _____

[name and address of procuring entity]

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 deliver, install and commission *(Insert equipment description)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the 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 _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by *(Procuring entity)*.

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 that you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

7.2 CONTRACT FORM

THIS AGREEMENT made the day of _____ 20_____ between [name _____ of Procurement entity] of [country of Procurement entity] (hereinafter called “the Procuring entity”) of the one part and [name of tenderer] of [city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS the Procuring entity invited tenders for (description of the tender) and has accepted a tender by the tenderer for the supply of the services in the sum of _____ [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH 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 Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements
 - (c) the General Conditions of Contract
 - (d) the Special Conditions of Contract; and
 - (e) the Procuring Entity’s Notification of Award
- 3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide (description of the tender) and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 3. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services 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 Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer) in the presence of _____

7.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business.

You are advised that it is a serious offence to give false information on this form

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax E mail

Nature of Business

Registration Certificate No.

Maximum value of business which you can handle at any one time – Kshs.
.....

Name of your bankers Branch

	Part 2 (a) – Sole Proprietor
Your name in full Age	
Nationality Country of origin	
Citizenship details	
	Part 2 (b) Partnership
Given details of partners as follows:	
Name	Nationality Citizenship Details Shares
1.
2.
3.
4.
	Part 2 (c) – Registered Company
Private or Public	
State the nominal and issued capital of company-	
Nominal Kshs.	
Issued Kshs.	
Given details of all directors as follows	
Name	Nationality Citizenship Details Shares
1.....
2.
3.
4.
5.
Date Seal/Signature of Candidate	

7.4 PRICE SCHEDULE FORM

The bidder must itemize all charges for individually identifiable components (cost breakdown) and provide a summary as shown below;

<i>S/No</i>	<i>Specification No.</i>		Qty	Unit Cost (Kshs.)	Total Cost (Kshs.)
	Development of a Public Investment Management Information System (PIMIS)				
1	Supply, delivery, installation, commissioning and testing of Public Investment Management Information System (PIMIS)	1. Pre-Investment Stage 2. Implementation stage 3. Post Implementation 4. Testing of the workflow and all the approval stages from project inception.			
2	Training of the system	As indicated in the terms of reference			
3	Supply, deliver, install, configure and commission the hardware infrastructure for PIM Information System	As per specifications provided.			
	TOTAL				

Terms & Conditions

- a. Bidders should include itemized bill for each item
- b. Preparation of the SLAs and the commissioning and signing off the project.

Prices to be in Kenyan shillings inclusive of all applicable taxes

Prices to be inclusive of all taxes

TENDERER.....
SIGNATURE.....
DATE.....

[Signature of bidder and date]

7.5 TENDER SECURITY FORM

Whereas [*name of the tenderer*]
(hereinafter called “the tenderer”) has submitted its tender dated
[*date of submission of tender*] for the supply, installation and commissioning
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 Bank”), are bound unto
..... [*name of Procuring entity*] (hereinafter called “the Procuring
entity”) in the sum of for which payment well
and truly to be made to the said Procuring entity, the Bank binds itself, its
successors, and assigns by these presents. Sealed with the Common Seal of the
said Bank this _____ day of _____ 20 _____.

THE CONDITIONS of this obligation are: -

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

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

[*signature of the bank*]

7.6 TENDER SECURING DECLARATION

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *[insert number of bidding process]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for tendering in any public procurement tenders with any public entity for the period of time determined by the Public Procurement Oversight Authority, if we are in breach of our obligation(s) under the tendering conditions, because we:
 - a) have withdrawn our tender during the period of tender validity specified in the Tender Data Sheet; or
 - b) having been notified of the acceptance of our Tender by the Procuring Entity during the period of tender validity fail or refuse to execute the contract; or fail or refuse to furnish the performance security, if so required.
3. We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon our receipt of your notification or regret of the tender award letter; or thirty-eight days after the expiration of our Tender, whichever is earlier.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and if the Joint Venture has not been legally constituted at the time of tendering, the Tender Securing Declaration shall be in the names of all envisaged partners as named in the letter of intent.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Tender Securing Declaration]*

Name: *[insert complete name of person signing the Tender Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

7.7 PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

WHEREAS [name of tenderer] (hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____
_____ [reference number of the contract] dated _____ 20 _____
_____ to supply [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]

7.8 MANUFACTURERS AUTHORIZATION FORM

To *[name of the Procuring entity]*

WHEREAS

[Name of the principal]

who are established and reputation dealers in *[Type of business]*
having registered offices at *[Address of principal]* do hereby authorizing *[Name and address of tenderer]* to submit a tender, *[reference of the tender]* for the stated (*particulars of tender*).

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the services to be provided against this Invitation for Tenders.

[Signature for and on behalf of the principal]

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

7.9 LETTER OF ACCEPTANCE/NOTIFICATION OF AWARD

[to be printed on the Letterhead of the Procuring Entity]

[date]

To: *[name and address of the Supplier]*

Re: **Letter of Acceptance/Notification of Award**

This is to notify you that your Tender dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data Sheet]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us and it is our intention to proceed to make a written contract in accordance with the terms specified in the tender documents on the expiry of fourteen (14) days period from the date of this notification.

The contract shall be signed by the parties within 30 days from the date of this letter but not earlier than 14 days from the date of the letter.

Yours

(Name of Accounting Officer)
Accounting Officer/Head of Procuring Entity

Please return a copy of this letter duly signed

Authorized Signature and Seal: _____

Name and Title of Signatory: _____

Name of Tenderers: _____

7.10 FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO..... OF.....20.....

BETWEEN

..... APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We....., the above named Applicant(s), of address: Physical
address..... Fax No.....Tel. No..... Email, hereby request the Public
Procurement Administrative Review Board to review the whole/part of the above
mentioned decision on the following grounds, namely: -

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED Board Secretary

7.11 SELF DECLARATION FORMS - DEBARRED

(r.47)

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,, of Post Office Box
being a resident of in the Republic of
..... do hereby make a statement as follows: -

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for (insert tender title/description) for (insert name of the Procuring entity) and duly authorized and competent to make this statement. Kenya Subsidiary Legislation, 2020

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

.....
(Title) (Signature) (Date)

Bidder Official Stamp

FORM SD2

**7.12 SELF DECLARATION FORMS - CORRUPT OR FRAUDULENT PRACTICE
SELF DECLARATION THAT THE PERSON/ TENDERER WILL NOT ENGAGE IN
ANY CORRUPT OR FRAUDULENT PRACTICE**

I, of P. O. Box being a resident of in the Republic of do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for (insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement, Kenya Subsidiary Legislation, 2020

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(insert name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....
(Title) (Signature) (Date)

Bidder's Official Stamp