

COUNTY GOVERNMENT OF LAIKIPIA



LAIKIPIA COUNTY REVENUE BOARD
P.O. BOX 131-20321, RUMURUTI
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REQUEST FOR PROPOSAL

**PROVISION OF SERVICE LEVEL AGREEMENT FOR SYSTEM MAINTENANCE AND
BULK SMS SERVICES TO BE USED FOR
LAIKIPIA COUNTY REVENUE MANAGEMENT SYSTEM**

TENDER NO. LCG/FIN/LCRB/B24/T01/2025/2026/01

ISSUE DATE : 12th FEBRUARY 2026

SUBMISSION DATE: 19th FEBRUARY 2026

12:00 NOON

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PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1. Instructions to Consultants

A. GENERAL PROVISION

DEFINITION (a) “**Affiliate(s)**” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.

- (b) “**Applicable law**” means the laws and any other instruments having the force of law in Kenya.
- (d) “**Client**” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (e) “**Consultant**” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (f) “**Contract**” means a legally binding written agreement signed between the Client and the Consultant. It includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC) and the Appendices).
- (g) “**Data Sheet**” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write the provisions of the ITC.
- (h) “**Day**” means a calendar day.
- (i) “**Experts**” means, collectively, Non-Key Experts, of any other personnel of the Consultant Sub-consultant or Joint Venture member(s).
- (j) “**Government**” means the Government of Kenya or County Government.
- (k) “**Joint Venture (JV)**” means an association with or without a legal personality distinct from that of its members of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (l) “**Key Expert(s)**” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the consultants proposal.
- (m) “**ITC**” (this Section 1 of the RFP) means the Instructions to Consultants that provide the shortlisted Consultants with all information they need to prepare their Proposals.
- (n) “**LOI**” means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (o) “**Non-Key Expert(s)**” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.

- (p) “**Proposal**” means the Technical Proposal and the Financial proposal of the consultant.
- (q) “**RFP**” means the Request for Proposals to be prepared by the client for the selection of consultants based on the SRFP.
- (r) “**SRFP**” means the Standard Request for Proposal which may be used by the Client as the basis for the preparation of the RFP.
- (s) “**Services**” means the work to be performed by the Consultant pursuant to the Contract.
- (t) “**Sub-consultant**” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (u) “**TORs**” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction 2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation in accordance with the method of selection specified in the **Data Sheet**.

2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should take into account the Applicable law in preparing their Proposals. They may attend a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.

2.4 The Client will timely provide at no cost to the Consultants the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

3.1 The Consultant is required to provide professional objective, and impartial advice, at all times holding the Client's interests paramount strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict of interest that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the rejection of the Consultant's Proposal or the termination of its Contract.

3.2.1 Without limitation on the generality of the foregoing, and unless stated otherwise in the **Data Sheet**, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting activities

(i) Conflict between consulting activities and procurement of goods works or non-consulting services: a firm that has been engaged by the Client to provide goods, works or non-consulting services for a project ,or any of its Affiliates ,shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

B .Conflicting assignments

(ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants)or any of its Affiliates shall not be hired for any assignment that, by its nature ,may be in conflict with another assignment of the Consultant for the same or for another Client.

c. Conflicting relationships

(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflicts stemming from this relationship has been resolved in a manner acceptable to the LCG throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that The Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting Services related to the assignment in question to that end ,the Client Shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that Respect give such Consultant any unfair competitive advantage over Other competing Consultants.

5. Corrupt and

5.1 LCG requires compliance with its policy in regard to corrupt

Fraudulent Practices

and fraudulent practices as set for in Section 6.

5.2 In further pursuance of this policy, Consultants shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit LCG to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by LCG if found necessary.

6. Eligibility

6.1 Government officials and civil servants of CGL or G O K are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with the Applicable law and they

(i) Are on leave of absence without pay, or have resigned or retired;

(ii) Are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring;

(iii) Their hiring would not create a conflict of interest.

B. PREPARATION OF PROPOSALS

7. General Considerations

7.1. In preparing the Proposal the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

8.1. The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

9. Language

9.1. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.

10. Documents Comprising the Proposal

10.1. The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

10.2. The Consultant shall furnish information on commissions, gratuities, and fees if unpaid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution

11. Only One Proposal

11.1. The Consultant shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member submits or participates in more than one proposal all such proposals shall be disqualified and rejected. This does not however, unless otherwise stated in the **Data Sheet**, preclude a Sub-consultant or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal.

12. Proposal Validity

12.1. **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

12.2. During this period the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts the propose rates and the total price.

12.3. it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.

a. Extension of Validity Period

12.4. The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should then arise, the Client may request in writing all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5. If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

12.6. The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts in case of Extension of Validity Period

12.7. If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Experts shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Experts.

12.8. If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client such Proposal will be rejected.

c. Sub-Contracting

12.9. The Consultants Shall not sub contract the whole of the Services.

13. Clarification and Amendment of RFP

13.1. The Consultant may request a clarification of any part of the **Data Sheet** before the Proposals'

submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, its hall do so following the procedure described below:

13.1.1. At any time before the proposal submission deadline the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all short listed Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

13.1.2. If the amendment is substantial, the Clients hall extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

13.2. The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposals hall be accepted after the deadline.

14. Preparation of
Proposals–
Specific
Considerations

14.1. While preparing the Proposal the Consultant must give particular attention to the following:

14.1.1. If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the formal Joint Venture ,it may do so with either(a)non-shortlisted Consultant(s), or(b) shortlisted Consultants if permitted in the **Data Sheet**. Association with a non-shortlisted Consultants hall be subject to approval of the Client .When associating with non-shortlisted firms in the formal Joint Venture, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

14.1.2. The Client may indicate in the **Data Sheet** the estimated Key Experts 'time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

14.1.3. If stated in the **Data Sheet**, the Consultants hall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be rejected.

14.1.4. For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusion or exclusive of taxes, is given in the **Data Sheet**,

And the Financial Proposal shall not exceed this budget.

15. Technical Proposal Format and Content 15.1. The Technical Proposal shall not include any financial information. A technical Proposal containing material financial information shall be declared non-responsive.

15.1.1. Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

15.1.2. Variations are not allowed.

15.2. The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP.

16. Financial Proposal 16.1. The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP.

a. Adjustment 16.2 For assignments with a duration exceeding 18 months a price adjustment provision of remuneration rates applies if so stated in the **Data Sheet**.

16.3 The Financial Proposal should clearly estimate, as a separate amount, the taxes, duties, fees, levies and other charges imposed in the Client's country under the Applicable law, on the Consultants, the Sub-consultants, and their Experts (other than nationals or permanent residents of the Client's country). The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet.

b. Currency of Proposal 16.4. The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**.

d. Currency of Payment 16.5. Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. SUBMISSION OPENING AND EVALUATION

17. Submission, Sealing, and Marking of proposals 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal).

Technical proposal and financial proposal in separate envelope shall be deposited in the tender box.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal and shall initial all

Pages of both. The authorizations shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.3 Any modifications, revisions, inter lineation's erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal.

17.4 The signed Technical and Financial Proposals shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies the original shall prevail."

17.5 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected.

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contracts awarded, the Consultant should not contact the Client on any matter Related to its. Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who

submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

18.2 Any attempt by shortlisted Consultants or any one on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.

18.3 Notwithstanding the above provisions from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

19. Opening of Technical Proposals

19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in presence of bidders who wish to attend.

20. Proposals Evaluation

20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

21.1. The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**

22. Financial Proposals for QBS

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS) the top-ranked Consultant is invited to negotiate the Contract. Only the Financial Proposal of the technically top-ranked consultant is opened by the Client's

Evaluation committee all other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)

23.1 After the technical evaluation is completed, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical Score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is option a and is at the Consultant's choice.

23.2 The Financial Proposals shall be opened by the Client's evaluation committee in presence of bidders who will pass technical evaluation.

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal shall be assumed to be included in the prices of other activities or items, and no corrections will be made to the Financial Proposal.

24. Correction of Errors

a. Time-Based Contracts

24.1.1 In the case of a Time-Based contract, the Client's evaluation committee will (a) correct any arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with the one indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost.

b. Lump-Sum Contracts

24.1.2 In the case of a Lump-Sum contract, the Consultant is deemed to have included all inputs that are necessary to perform the Services in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be Considered as the offered price.

24.2 If the Financial Proposal is significantly lower than the Client's estimate, the Client shall require the Consultants to produce detailed price analyses for any or all items of the Financial Proposal, to demonstrate the internal consistency of those prices with the methodology, resources and schedule proposed. If it turns out that the price is abnormally low; the Financial Proposal may be declared non compliant and rejected.

25. Taxes

25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.

26. Conversion to Single Currency

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

27. Combined Quality and Cost Evaluation

a. Quality and Cost-Based Selection (QCBS)

27.1. In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

b. Fixed-Budget Selection (FBS)

27.2. In the case of FBS those Proposals that exceed the budget indicated in Clause 14.1.4 of the **Data Sheet** shall be rejected. The Client will select the Consultant that submitted the highest-ranked Technical Proposal, and invite such Consultant to negotiate the Contract.

c. Least-Cost Selection

27.3. In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.

D. NEGOTIATIONS AND AWARD

28. Negotiations

28.1. The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2. The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

a. Availability of Key Experts

28.3. The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or if applicable are placement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

28.4. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical negotiations

28.5. The negotiations include discussions about the Terms of Reference (TORs) the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TORs or the terms of the Contract and shall not modify the ranking of the Proposals.

c. Financial negotiations

28.6. The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

28.7. If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

28.8. In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates.

29. Conclusion of Negotiations

29.1. The negotiations are concluded with are view of the finalized draft Contract, which then shall be initialled by the Client and the Consultant's authorized representative.

29.2. If the negotiations fail, the Clients hall in form the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations in forming the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

29.3. The Client reserves the right to annul the RFP process and reject all Proposals at any time prior to contract award without thereby incurring any liability to Consultants.

30. Award of Contract

30.1. After completing the negotiations, the Client shall sign the Contract; if applicable, publish the award information; and promptly notify the other shortlisted Consultants.

30.2. The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

Section 2. Data Sheet

A. General	
ITC1 (b) Applicable Law	<i>Kenya</i>
ITC2.1	Name of the Client: County Government of Laikipia- Method of selection: Highest Points selection Type of contract: Time Based Contract
ITC2.2	The name of the assignment is: REQUEST FOR PROPOSAL FOR PROVISION OF SERVICE LEVEL AGREEMENT FOR SYSTEM MAINTENANCE AND BULK SMS SERVICES TO BE USED FOR LAIKIPIA COUNTY REVENUE MANAGEMENT SYSTEM
ITC2.3	A pre-proposal conference will not be held
ITC2.4	The Client will not provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals.
ITC3.2.1 Conflict of Interest	The following additional circumstances shall be considered as a conflict of interest: <i>[N/A]</i> The following additional circumstances shall not be considered as a conflict of interest: <i>[N/A]</i>
ITC4.1 Unfair Competitive Advantage	<i>[N/A]</i>
B. Preparation of Proposals	
ITC9.1 Language	Proposals shall be submitted in English language. All correspondence exchanges and documents shall be in English language.
ITC10.1 Documents Comprising the Proposal	The Proposal shall comprise the following: All proposal shall be submitted as follows.. (1) Technical Proposal Submission Form(T-1)

	<p>2. Description of methodology, work plan and team composition(T-2, T-3 ,and T-4 are provided as indicative format)</p> <p>AND</p> <p>(1)Financial Proposal Submission Form (F-1) (2)Summary of Costs (F-2) (3)Break down of Prices(F-3 and F-4, provided as indicative format in case of lump-sum contract)</p>
ITC11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is Not permissible.
ITC12.1 Proposal Validity	Proposals must remain valid for 60calendar days after the Proposal submission dead line.
ITC13.1 Clarification	<p>Clarifications may be requested no later than 4days prior to the submission Deadline.</p> <p>The contact information for requesting clarifications is:</p> <p style="text-align: center;">Name of Procuring Entity: COUNTY GOVERNMENT OF LAIKIPIA Contact Person/Official: JOSEPHINE NJOKI KAMAU HEAD OF SUPPLYCHAIN MANAGEMENT Telephone number: 0723-871 712 Email Address: Josephine.njoki@laikipia.go.ke Postal Address: 131- 20321, Rumuruti</p> <p style="text-align: center;">Physical Address: <i>Country: Kenya City: Rumuruti Street: Government Road Building:County Government Office Rumuruti H/Q</i></p>

ITC14.1.1 **Estimated contract duration**
120 Days

ITC14.1.2
(do not use for
Fixed Budget **N/A**
method)

ITC14.1.3 **The Consultant’s Proposal must include the minimum Key Experts’ time-
For time-based Input**

Proposals including less than the required minimum time input shall be rejected.

ITC14.1.4 **N/A**
and 27.2
Use for Fixed
Budget
Method

ITC16.1 *[A sample list is provided below for guidance. Items that are not applicable
Reimbursable should be deleted; others may be added. If the Client wants to set up maximum
Expenses ceilings for unit rates of certain type of expenses, such ceilings should be
 indicated in the FIN forms:]*

	(1) A per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services; (2) cost of travel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation including overhead and back-stop Support; (4) communications costs; (5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants; (6) cost of reports production (including printing) and delivering to the Client; (7) other expenses where applicable and provisional or fixed sums (if any)
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ITC16.2 Price	A price adjustment provision applied store numeration rates: No
ITC16.3	N/A

Taxes

ITC16.4 **The Financial Proposal shall be stated in the following currencies:**

Currency of Proposal *KENYA SHILLINGS[KES.]*

C. Submission Opening and Evaluation

ITC17.1	The Consultants shall submit their technical and financial proposals in sealed envelopes clearly marked in separate envelopes and deposited in the tender box located at Laikipia County Government Offices in Rumuruti on or before 19th FEBRUARY ,2026 at 1200HR. Proposals shall be opened in the presence of bidders who may wish to attend. The opening will be in the County Treasury Boardroom on the same date and time.
ITC17.4	The Consultant must submit: (a) Technical Proposal: (b) Financial Proposal:
ITC17.9	The Proposals must be submitted not later than 19th FEBRUARY ,2026 The Proposal submission address is:

	<p><i>The Head of supply chain management</i> <i>County Government of</i> <i>Laikipia</i> <i>P.O Box 131-20321</i> <i>Rumuruti ,Kenya</i></p>
<p>ITC19.1 Opening of Technical Proposals</p>	<p>The openings will be on: 19th FEBRUARY ,2026</p> <p>Time. at 12:00 NOON</p>
<p>ITC19.2</p>	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals</p>
	<p>D. Negotiations and Award 5th MARCH 2026 at 10:00 A.M</p>
<p>ITC28.1</p>	<p>Expected date and address for contract Negotiations: Date. 5th MARCH 2026 10.00 a.m at the county treasury boardroom. Address <i>The County Government of</i> <i>Laikipia</i> <i>P.O Box 131-20321</i> <i>Rumuruti Kenya</i></p>
<p>ITC30.2</p>	<p>Expected date for the commencement of the Services: Date: 11th march 2026</p>

TECHNICAL PROPOSAL – STANDARD FORMS

These forms shall include;

- i) Technical Proposal Submission form.
- ii) Firm's Organisation and References.
 - iii) Comments and suggestions of consultants on the Terms of Reference and on data, counterpart staff, services and facilities to be provided by the Client.
- iv) Description of the methodology and work plan for performing the assignment.
- v) Firm's Current Workload
- vi) Team composition and task assignments
- vii) Format of curriculum vitae (CV) for proposed professional staff.
- viii) Time schedule for professional personnel (Implementation Period)
- ix) Time schedule for professional personnel (Testing and Debugging Period)
- x) Activity (implementation) schedule
- xi) Confidential Business Questionnaire

i) TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

To: _____ [*Name and address of Client*]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for _____

.

.

[*Title of consulting services*] in accordance with your Request for Proposal dated _____ [*Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a separate envelope-*where applicable*].

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

_____ [*Authorized Signature*]:

_____ [*Name and Title of Signatory*]

:

_____ [*Name of Firm*]

:

_____ [*Address:*]

ii) FIRM'S REFERENCES

**Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications**

Using the format below, provide information on each assignment for which your firm either individually as a corporate entity or in association, was legally contracted.

Assignment Name:		Country
Location within Country:		Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (Kshs)
Name of Associated Consultants. If any:		No. of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of project:		
Description of Actual Services Provided by Your Staff:		
*Letter of Award: Ref. No.....Date:.....		
*Letter of Completion: Ref. No.....Date:.....		

Firm's Name: _____

Name and title of signatory; _____

iii) COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.

TERMS OF REFERENCE (TOR)

Provision of Support, Maintenance, Training, Troubleshooting and Third-Party Services for the LaikipiaPay Revenue Management System

5.1 Background and Context

The Laikipia County Revenue Board (LCRB) currently operates a fully developed, deployed, and operational Revenue Management System (LaikipiaPay), which is the County’s official platform for the automation of Own Source Revenue (OSR) collection, management, reconciliation, enforcement, and reporting.

The LaikipiaPay system has been rolled out across multiple revenue streams and sub-counties and supports end-to-end revenue lifecycle management including citizen self-service, billing, electronic payments, automated receipting, permit issuance, enforcement, reconciliation, and executive reporting.

In order to safeguard revenue integrity, ensure system reliability, guarantee service continuity, and strengthen operational efficiency, the Board seeks to engage a qualified ICT service provider to offer comprehensive system support and maintenance services through a structured Service Level Agreement (SLA) for a period of 5 years.

This assignment does not involve new system development or replacement.

The system is fully developed and live.

The scope is limited to support, maintenance, training, optimization, troubleshooting, and management of integrated third-party services.

This engagement supports the County Government’s broader e-Governance and Digital Transformation Agenda, and is aligned with Section 116(2) of the County Governments Act, which mandates County public service delivery to be efficient, transparent, accountable, accessible, inclusive, and technology-driven.

5.2 Purpose of the Assignment

The purpose of this assignment is to ensure that the **LaikipiaPay Revenue Management System remains continuously available, secure, compliant, scalable, and optimally performing**, while enabling County staff and citizens to utilize the platform effectively.

The service provider shall act as a **Managed Systems Support Partner**, responsible for maintaining operational stability, resolving incidents, supporting users, and ensuring uninterrupted integration with dependent services.

5.3 Objectives of the Engagement

The specific objectives of this assignment are to:

1. Guarantee **high availability and uptime ($\geq 99.5\%$)** of the LaikipiaPay system
2. Provide **timely and SLA-compliant technical support and troubleshooting**
3. Maintain **secure, compliant, and auditable revenue operations**
4. Strengthen County staff capacity through structured and continuous training
5. Ensure **seamless operation of all integrated third-party services**
6. Enhance system performance, reliability, and usability without functional redesign
7. Support executive decision-making through accurate and real-time reporting

5.4 Scope of Services

The scope of services shall include, but not be limited to, the following:

5.4.1 System Support and Maintenance Services

The service provider shall provide **continuous operational support** for the live LaikipiaPay platform, including:

1. 24/7 system availability monitoring
2. Proactive system health checks and performance tuning
3. Preventive maintenance to mitigate failures and service degradation
4. Corrective maintenance including bug fixes, configuration corrections, and issue resolution
5. Controlled system updates and patches aligned with County ICT change management procedures

6. Support for both **on-premise and cloud-hosted infrastructure components**

5.4.2 Incident, Problem and Change Management

The service provider shall implement structured **ITIL-aligned service management processes**, including:

1. Incident logging, classification, prioritization, escalation, and resolution
2. Root Cause Analysis (RCA) for recurring or critical incidents
3. Change request assessment, approval, implementation, and rollback planning
4. SLA-based response and resolution timelines for:
 - i. Critical incidents
 - ii. High-priority operational issues
 - iii. Medium and low-priority user issues

5.4.3 User Support and Helpdesk Services

1. Provision of **multi-channel user support** (email, phone, ticketing system)
2. First-line and second-line support for revenue officers, enforcement officers, and administrators
3. Support for citizen self-service portal usage and payment verification queries
4. Assistance with report generation, reconciliations, and operational workflows

5.4.4 Capacity Building and Training

Capacity building shall be delivered as a continuous process and shall include:

(a) ICT Technical Training

1. System architecture and configuration
2. User and role management
3. Backup and disaster recovery procedures
4. Security monitoring and audit logs
5. Integration support and API management

(b) Revenue Officers and Operational Users Training

1. Billing, receipting, enforcement, and reconciliation workflows
2. Use of mobile enforcement tools
3. Reporting and data interpretation
4. Periodic refresher training sessions

(c) Executive and Management Training

1. Interpretation of dashboards and analytics
2. Revenue performance monitoring
3. Forecasting and trend analysis

5.4.5 Third-Party Services and Integration Support

The service provider shall manage and support all third-party services integrated with LaikipiaPay, including:

1. Mobile money platforms (e.g. M-Pesa and others)
2. Banking integrations (EFT, RTGS, direct deposits)
3. SMS and USSD communication services
4. Payment gateways and reconciliation services
5. Cloud hosting and infrastructure providers

This shall include vendor coordination, fault resolution, service continuity assurance, and escalation management.

5.5 Supported Technology Environment

The service provider shall support the existing enterprise technology environment, which includes:

5.5.1 Hosting and Infrastructure

1. County on-premise data center
2. Off-site disaster recovery infrastructure
3. Commercial cloud hosting platforms

5.5.2 Access Channels

1. Web-based enterprise portal
2. Citizen self-service portal (desktop and mobile responsive)
3. Mobile applications (citizen and enforcement)
4. USSD and SMS access channels

5.6 Supported Revenue Modules (Maintenance Scope)

The service provider shall support all live revenue modules, including:

1. Business Licensing
2. Land Rates and Ground Rent
3. Market Stalls and House Rents
4. **Vehicle Parking (Parking Module)**
 - i. Seasonal parking
 - ii. Reserved parking
 - iii. Buspark management
 - iv. Enforcement and payment processing
5. Advertisement Module
6. Liquor Licensing
7. Public Health
8. Gaming and Casino
9. Cess Fees
10. Enforcement Module
11. Revenue Collectors Management
12. System Administration and Security
13. Reporting and Executive Dashboards
14. Self-Service Citizen Portal

5.7 Security, Audit and Compliance Obligations

The service provider shall maintain and enforce:

1. Encryption of data at rest (AES-256) and in transit (TLS/SSL)
2. Role-Based Access Control (RBAC)
3. Two-Factor Authentication (2FA)
4. Tamper-proof audit trails and immutable logs
5. Secure log archiving and retention policies
6. Compliance with the **Kenya Data Protection Act, 2019**
7. Automated backups (onsite and offsite) and disaster recovery readiness

5.9 Reporting and SLA Deliverables

The service provider shall submit structured reports including:

1. Inception and system health assessment report
2. Monthly SLA performance and uptime reports
3. Incident and resolution reports
4. Training and capacity-building reports
5. Preventive maintenance and optimization reports

All reports shall be submitted electronically and, where required, in hard copy to designated County officers.

5.9 Expected Outcomes

1. Sustained revenue growth and reduced leakages
2. High system availability and reliability
3. Improved operational efficiency and service delivery
4. Enhanced transparency and accountability
5. Improved citizen experience and trust
6. Long-term sustainability of the LaikipiaPay platform

PRELIMINARY EVALUATION

Candidates are required to submit certified copies of the following documents;

1. Certified copy of Business name registration certificate or certificate of incorporation for limited companies.
2. Valid KRA Tax Compliance certificate.
3. Valid Certified Copy of Business Permit
4. KRA pin Certificate.
5. Current CR12 for directors showing the shareholders of the firm for the last six months and All Directors National Identity Cards as in the CR12.
6. Copy of National identity cards for business names.
7. Certified Copy of ICTA certification on systems and application
8. Certified Copy of ICTA certification on ICT Consultancy
9. Certified Copy of ICTA certification on Cloud Computing
10. Certified Copy of ICTA certification on ICT Human capital Development
11. Certified Copy of ICTA certification on information security.
12. Certified Copy of ICTA certification on ICT Networks
13. Certified Copy of ODPC registration as a Data Controller.
14. Certified Copy of ODPC registration as a Data Processor.
15. Audited financial statements for the last 3 years (2022, 2023 & 2024) done by a registered accountant in good standing.
16. Current copy of CR12 for limited firms issued within the last 3 Months prior to the date of the tender advert.
17. Confidential business questionnaire form fully filled, signed and stamped.
18. Self-declaration form that the person /tenderer is not debarred in the matter of the public procurement and asset disposal Act 2015 (SD1)-Form attached
19. Self-declaration that the person /tenderer will not engage in any corrupt/fraudulent practice (SD2) -Form attached
20. Declaration and commitment to the code of ethics - Form attached
21. Tenderer information form - Form attached

22. Certificate of Independent Proposal Determination - Form attached

NOTE :For financial proposal include all the relevant taxes and levies including public procurement capacity building levy of 0.03% of lump sum amount.

Technical Evaluation (70mks)

- ❖ The following criteria will be used in the evaluation of all potential suppliers.
- ❖ The documents submitted will be evaluated for suitability and awarded marks which will contribute to a maximum 70 marks

	Technical Evaluation Criteria (70 Marks)	Maximum Marks	Awarde d Score
	<p>Specific Experience of the Firm related to the assignment. Relevant projects undertaken by the firm in Revenue Management.</p> <ul style="list-style-type: none"> ❖ At least three similar assignments of similar magnitude successfully completed in the last 5 years. Attach copies of contracts/LSO certified by a commissioner of oaths. (5 mark each) – total 15 mks ❖ Recommendation letters for above assignments (2.5 marks each) – total 5 marks 	20	
	<p>Technical Proposal. The technical response must be in the format prescribed in the schedule of requirements.</p> <ul style="list-style-type: none"> (a) Technical approach and methodology (b) Work plan (c) Service Level Agreement (SLA) Framework & Key Performance Indicators (KPIs) (d) System Support and Maintenance Plan (e) Incident Management and Helpdesk Operations plan (f) System Architecture and Deployment Overview (As-Is Support View) (g) Security, Data Protection and Regulatory Compliance Plan (h) Business Continuity and Disaster Recovery (BC/DR) Plan (i) Third-Party Services and Integration Support Strategy (j) Capacity Building and Training Plan 	25	

	<p>Competence of technical / professional staff who will directly provide Services to the County Government of Laikipia</p> <p>Bidders are required to provide details of team composition and qualifications.</p> <p>Evaluation to be done using recently signed original detailed CVs of:</p> <ul style="list-style-type: none"> ● Project Manager <ul style="list-style-type: none"> ➤ <i>Relevant project management certification</i> ➤ <i>Membership to professional body</i> ● Technical lead / system Admin ● Integration expert ● UI/UX Expert ● Customer Support Representative <p>(5 Marks each)</p>	20	
	<p>Serialization of the tender document</p> <p>Fully serialized (5 marks) Partial serialization (0 marks) No serialization (0 marks)</p>	5	
Total Score		70	

FINANCIAL PROPOSAL FORM

System Support, API Services, Third-Party Integrations and Bulk SMS Units for the LaikipiaPay Revenue Management System

TABLE 1: SUMMARY COST SCHEDULE

No.	Service Category	Annual Cost (KES)	Monthly Cost (KES)
1.1	Core System Support & Maintenance		
1.2	API Services & Integrations Support		
1.3	Third-Party Services Management		
1.4	Bulk SMS Units & Messaging Services		
	SUB-TOTAL		
	Applicable Taxes & Statutory Levies		
	TOTAL CONTRACT SUM (KES)		

TABLE 2: CORE SYSTEM SUPPORT & MAINTENANCE

Item	Description	Unit	Qty	Unit Cost (KES)	Annual Total Cost (KES)
2.1	24/7 Application Support for Live System	Monthly	1		
2.2	Preventive & Corrective Maintenance	Monthly	1		
2.3	System Monitoring, Performance & Uptime Management ($\geq 99.5\%$)	Monthly	1		
2.4	Incident Resolution & Troubleshooting (SLA-Based)	Monthly	1		
C2 Sub-Total					

TABLE 3: API SERVICES & INTEGRATION SUPPORT

Item	Description	Unit	Qty	Unit Cost (KES)	Total Cost (KES)
3.1	Support & Maintenance of Internal System APIs	Annual	1		
3.2	Payment Gateway APIs (Mobile Money,	Annual	1		

	Banks)				
3.3	API Monitoring, Logging & Version Management	Annual	1		
C3 Sub-Total					

TABLE 4: THIRD-PARTY SERVICES MANAGEMENT

Item	Description	Unit	Qty	Unit Cost (KES)	Total Cost (KES)
4.1	Mobile Money Platforms Coordination & Support	Annual	1		
4.2	Banking & EFT/RTGS Services Support	Annual	1		
4.3	Cloud Hosting & Infrastructure Support	Annual	1		
4.4	Vendor Escalation & Service Continuity Management	Annual	1		
C4 Sub-Total					

TABLE 5: BULK SMS UNITS & MESSAGING SERVICES

Item	Description	Unit	Qty	Unit Cost (KES)	Total Cost (KES)
5.1	Bulk SMS Units (Transactional & Notifications)	Unit			
5.2	SMS Delivery Reports & Monitoring	Annual	1		
5.3	Sender ID Management & Routing	Annual	1		
5.4	SMS API Integration & Support	Annual	1		
C5 Sub-Total					

TABLE 6: GRAND FINANCIAL SUMMARY

Description	Amount (KES)
-------------	--------------

Total of C1 – C5	
VAT (if applicable)	
Public Procurement Capacity Building Levy (0.03%)	
Other Statutory Levies (Specify)	
TOTAL CONTRACT SUM (KES)	

TABLE 7: PAYMENT SCHEDULE (INDICATIVE)

.....
.....
.....
.....

TABLE 8: FINANCIAL DECLARATION

Field	Details
Bidder Name	
Authorized Signatory	
Designation	
Signature & Stamp	
Date	

FORM 1 : CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 - General:

Business name.....

Location of business premises
.....

Plot No..... Street/Road.....

Postal Address..... Tel No.....

Nature of business.....
.....

Current Trade Licence No. Expiring Date.....

Maximum value of business which you can handle at any one time:

Kshs.....

Name of your Bankers.....

Branch.....

Are you an agent of the Kenya National Trading Corporation? YES/NO

Part 2(a) - Sole Proprietor:

Your name in full.....

Age.....

NationalityCountry of origin.....

*Citizenship details.....

Part 2(b) - Partnership:

Give details of partners as follows:

Name	Nationality	Citizenship Details*	Shares
1.....			
2.....			
3.....			
4.....			
5.....			

Part 2(c) - Registered Company:

Private or public.....

State the nominal and issued capital of the company-

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows:

Name	Nationality	Citizenship Details*	Shares
1.....			
2.....			
3.....			
4.....			
5.....			

Part 2(d) - Interest in the Firm:

Is there any person / persons in the Kenya Urban Roads Authority who has interest in this firm? Yes /No**

.....
Date

.....
Signature of Bidder

* Attach Proof of Citizenship (Compulsory)

** Delete as necessary

FORM 2 : SELF-DECLARATIONFORMS

➤ **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.
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 here in above is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp

➤ **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.
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 herein above is true to the best of my knowledge information and belief.

.....
..... (Title)

(Signature)

(Date)

Bidder Official Stamp

➤ **FORM 4: DECLARATION AND COMMITMENT TO THE CODE OF ETHICS**

I (person) on behalf of (*Name*

of the Business/ Company/Firm) declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act,2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya and my responsibilities under the Code.

I do here by commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address.....

Telephone.....Email.....

.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name

Sign.....

Date.....

FORM TECH 5:

➤ **TENDER-SECURING DECLARATION FORM {r 46 and 155(2)}**

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

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

Tender No.:.....[insert number of tendering process]

To:.....[insert complete name of Purchaser]

I/We, the undersigned, declare that:

1. I / We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I /We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser or the period of time of[insert number of months or years] starting on[insert date],if we are in breach of our obligation (s)under the bid conditions, because we–(a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,(i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I / We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer (s), upon the earlier of:
 - a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) Thirty days after the expiration of our Tender.
4. I/We understand that if I am /we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:

.....

Capacity / title (director or partner or sole proprietor, etc.)

..... Name:

.....

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

Tenderer] Dated on day of [Insert date of signing]

Seal or stamp

DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

iv) FIRM'S CURRENT WORKLOAD

Using the format below, provide information on each assignment for which your firm either individually as a corporate entity or in association, is legally contracted to carry out.

Assignment Name:	Country	
Location within Country:	Professional Staff provided by Your Firm/Entity(profiles):	
Name of Client:	No. of Staff:	
Address:	No of Staff-Months; Duration of Assignment:	
Start Date (Month/Year): of Services	Expected date of Completion Date (Month/Year):	Approx. Value (Kshs)
Name of Associated Consultants. If any:		No of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of project:		
Description of Actual Services Provided by Your Staff:		

Firm's Name: _____

Name and title of signatory; _____

v) **TEAM COMPOSITION AND TASK ASSIGNMENTS**

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

vi) **FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

Proposed Position: _____
Name of Firm: _____
Name of Staff: _____
Profession: _____
Date of Birth: _____
Years with Firm: _____ Nationality: _____
Membership in Professional Societies: _____
Mobile Number _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

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

_____ Date: _____
[Signature of staff member]

Date; _____
[Signature of authorized representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

vii) TIME SCHEDULE FOR PROFESSIONAL PERSONNEL (IMPLEMENTATION PERIOD)

Months (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	Months (in the Form of a Bar Chart)										Number of months	
			1	2	3	4	5	6	15				

Reports Due: _____

Activities Duration: _____

Signature: _____
 (Authorized representative)

Full Name: _____

Title: _____

Address: _____

viii) **TIME SCHEDULE FOR PROFESSIONAL PERSONNEL (TESTING & DEBUGGING PERIOD)**

Months (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	1	2	3	4	5	6	24	Number of months

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

ix) ACTIVITY (WORK) SCHEDULE

(a). Supervision Activities

[M0,M1,M3 are months from the start of assignment)

	M1	M2	M3	M4	M5	M24
Activity (Work)							

x) CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 - General:

Business name.....

Location of business premises
.....

Plot No..... Street/Road.....

Postal Address..... Tel No.....

Nature of business.....
.....

Current Trade Licence No. Expiring Date.....

Maximum value of business which you can handle at any one time:

Kshs.....

Name of your Bankers.....

Branch.....

Are you an agent of the Kenya National Trading Corporation? YES/NO

Part 2(a) - Sole Proprietor:

Your name in full.....

Age.....

NationalityCountry of origin.....

*Citizenship details.....

Part 2(b) - Partnership:

Give details of partners as follows:

Name	Nationality	Citizenship Details*	Shares
1.....			
2.....			
3.....			
4.....			
5.....			

Part 2(c) - Registered Company:

Private or public.....

State the nominal and issued capital of the company-

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows:

Name	Nationality	Citizenship Details*	Shares
1.....			
2.....			
3.....			
4.....			
5.....			

Part 2(d) - Interest in the Firm:

Is there any person / persons in the Kenya Urban Roads Authority who has interest in this firm? Yes /No**

.....
Date Signature of Bidder

* Attach Proof of Citizenship (Compulsory)

** Delete as necessary

FINANCIAL PROPOSAL – STANDARD FORMS

These forms shall include;

- i) Financial Proposal submission form.
- ii) Summary of costs.
- iii) Breakdown of price per activity.
- iv) Breakdown of remuneration per activity.
- v) Reimbursable per activity.
- vi) Miscellaneous expenses.

i) FINANCIAL PROPOSAL SUBMISSION FORMS

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (_____) *[Title of consulting services]* in accordance with your Request for Proposal dated (_____) *[Date]* and our Proposal. Our attached Financial Proposal is for the sum of (_____) *[Amount in words and figures]* inclusive of the taxes.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

_____ *[Authorized Signature]*
:
_____ *[Name and Title of Signatory]:*
_____ *[Name of Firm]*
_____ *[Address]*

ii) SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Add 10% Contingency		
Taxes		
Total Amount of Financial Proposal		_____

iii) BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description: _____
Price Component	Amount(s)
Remuneration	
Reimbursable Expenses	
Miscellaneous Expenses	
Subtotal	_____

iv) BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Activity Name: _____		
Names	Position	Input(Staff months, days or hours Rate as appropriate.)	Remuneration	Amount
Regular staff				
(i)				
(ii)				
Consultants				
_____	Grand Total			

v) **REIMBURSABLE PER ACTIVITIES**

Activity No: _____

Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			_____
	Grand Total				

vi) **MISCELLANEOUS EXPENSES**

Activity No. _____

Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.					
2.					
3.					
4.					
5.					
	Grand Total				_____

FINANCIAL STAGE

<p>ITC 27.1 Combined quality and Cost Evaluation (QCBS only)</p>	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum Financial score (Sf) of 100.</p> <p>The formula for determining the financial scores(Sf)of all other Proposals is calculated as following:</p> <p>Sf = 100x Fm/F, in which “Sf ”is the financial score ,“Fm ”is the lowest price, and “F ”the price of the proposal under Consideration.</p> <p>The weights given to the Technical (T) and Financial(P) Proposals are: T=80,and P=20</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P=the weight given to the Financial Proposal; T+P=1)as following:</p> <p>S=Stx T%+Sfx P%.</p>
	<p>E. Negotiations and Award</p>