

KILIFI COUNTY GOVERNMENT



THE KILIFI COUNTY MICROFINANCE (MBEGU) FUND

REQUEST FOR PROPOSALS (RFP)

**TENDER NAME: CONSULTANCY SERVICE FOR DESIGN, DEVELOPMENT AND
DEPLOYMENT OF LOAN MANAGEMENT AND ACCOUNTING SYSTEM**

TENDER NO. KCG/KCMFUND/002/2019/2020

OCTOBER, 2019

**KILIFI COUNTY GOVERNMENT P.O. BOX 519 – 80108 KILIFI
kilificalitygovt@gmail.com**

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INTRODUCTION

1. This Standard Request for Proposals (SRFP) has been prepared for use by public entities in Kenya in the procurement of consultancy services and selection of consultants.
2. The SRFP includes Standard form of Contract for Large Assignments and small assignment which are for lump sum or time based payments.
3. A separate SRFP has been provided for selection of individual professional consultants.
4. The General Conditions of Contract should not be modified and instead the Special Conditions of Contract should be used to reflect the unique circumstances of the particular assignment. Similarly the information to consultants should only be clarified or amended through the Appendix to information to Consultants.
5. This SRFP document shall be used where a shortlist of consultancy firms already exist or has been obtained through a shortlist after an advertisement of Expression of Interest for Consultancy required.

1. SECTION I - LETTER OF INVITATION

To:Date:-----

Tender Ref: KCG/KCMFUND/002/2019-2020

**TENDER NAME: CONSULTANCY SERVICES FOR DESIGN,DEVELOPMENT
AND DEPLOYMENT OF INTEGRATED LOAN MANAGEMENT AND
ACCOUNTING SYSTEM**

M/S-----

Kilifi County Microfinance (Mbegu)Fund is a financial institution under Kilifi county government providing financial services to small and medium enterprises, now invites sealed tenders from eligible candidates for Request for Proposal for provision of a core Microfinance accounting system.

Interested eligible candidates may obtain further information and inspect tender documents at the Procurement office, Kilifi County Microfinance Mbegu Fund located at Trade,Tourism & Co-operative Development next to Lagooner Bar during normal working hours.

A complete set of tender documents can be downloaded by interested candidates from Kilifi County website www.kilifi.go.ke Or upon payment of Kshs. 1,000.00 at the county Treasury Hall and forward the copy and a letter expressing interest to participate in the tender.

More details of the services are provided in the terms of reference herein.

This request for (RFP) includes the following documents;

Section I -Letter of invitation

Section II - Information to Consultants

Section III -Terms of Reference

Section IV -Technical proposals

Section V - Financial proposal

Section VI -Standard Contract Form

1.2 A complete set of tender documents may be obtained by interest candidates from the Kilifi County Government official website (www.kilifi.go.ke) FREE OF CHARGE or from The Public Procurement Information Portal (PIIP) .

1.3. Completed tender documents should be submitted to County Government of Kilifi Treasury tender box on or before Thursday, 24th October, 2019 at 11.00 am East African Time.

Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.

1.4 Tenders will be opened immediately after the closing time.

1.5 Serialize sequentially each page of the Bid Document including all the attachments.

Head of Supply Chain Management
For: County Secretary and Head of Public
Service
COUNTY GOVERNMENT OF KILIFI

SECTION II - INFORMATION TO CONSULTANTS

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2. SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

2.1.1 Kilifi County Microfinance (Mbegu)Fund will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.

2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal as specified in the Appendix Information to Consultants for consulting services required for the assignment named in the said Appendix. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.

2.1.3 The consultants must familiarize themselves with the operations of Kilifi County Microfinance (Mbegu)Fund before preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Fund regarding any information that they may require before submitting a proposal.

2.1.4 The Procuring entity will provide the inputs specified in the Appendix Information to Consultants assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.

2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted

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

2.1.7 The price to be charged for the tender document shall not exceed Kshs.1,000/=

2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

2.2.1 Consultants may request a clarification on any of the Request for Proposal documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "Information to Consultants". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addendum. Addendum shall be sent

by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this Request for Proposal in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

(i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or subconsultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.

(ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.

(iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.

(v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

(i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate inter alia, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.

(iii) A description of the methodology and work plan for performing the assignment.

(iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.

(v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last three (3) years.

(vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.

(vii) A detailed description of the proposed methodology, staffing and monitoring of training.

(viii) Any additional information requested in Appendix "A".

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) Reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "A" specifies otherwise.

2.4.3 Consultants shall express the price of their services in Kenya Shillings.

2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.

2.4.5 The Proposal must remain valid for 90 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

2.5.1 The original proposal (Technical Proposal and Financial Proposal) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initiated by the persons or person authorized to sign the proposals.

2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “FINANCIAL PROPOSAL” Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated and warning: “DO NOT OPEN” **before Thursday 24th October 2019 time 11:00am**

2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITC”. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.6 Proposal Evaluation (General)

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix “Information to Consultants”. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant’s proposal.

2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.7 Evaluation of Technical Proposal

2.7.1 The evaluation committee appointed by Kilifi County Microfinance (Mbegu) Fund shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria specified in the terms of reference section. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix “Information to Consultants”.

2.8 Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered Nonresponsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after

completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than **seven (7) days** after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any un-priced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.

2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "Information to Consultants", be as follows:- $Sf = 100 \times FM/F$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be 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; $T + p = 100$) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows: - $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

2.8.6 The tender evaluation committee shall evaluate the tender within 15 days from the date of opening the tender.

2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

2.8.8 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price

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

2.9 Negotiations

2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “Information to Consultants”. The aim is to reach agreement on all points and sign a contract.

2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. Kilifi County Microfinance (Mbegu) Fund and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).

2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. Kilifi County Microfinance (Mbegu) Fund will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations Kilifi County Microfinance (Mbegu) Fund and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.

2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “A”.

2.10.3 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.

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

2.10.5 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.

2.10.6 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.

2.11 Confidentiality

2.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

2.12 Corrupt or fraudulent practices

2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

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

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

SECTION III - TERMS OF REFERENCE (TOR)

Notes on the Preparation of Terms of Reference

The terms of reference are the initial statement to the consultants, of the services to be performed and should therefore be clear and precise and should contain the following sections;

- (a) Background information
- (b) Objectives of the assignment
- (c) Scope of work or services of the assignment
- (d) Training requirements (where applicable)
- (e) Reporting systems and time schedules
- (f) Personnel, facilities and other requirements to be provided by the procuring entity and
- (g) Terms of payment

(Specific TOR to be prepared by the procuring entity as appropriate)

SECTION V: - TERMS OF REFERENCE

BACK GROUND

The Kilifi County Microfinance (Mbegu) Fund (KCMF) is a Fund established through an Act of the County Assembly with the main goal of providing support to Micro and Small Enterprises (MSEs) operating with the Kilifi County. The Fund was established to attain the following objectives:

- (i) To provide access to capital and financial facilities to micro and small enterprises (MSEs) owned by the residents in the County.
- (ii) To support MSEs to develop linkages with large enterprises.
- (iii) To facilitate marketing of products and services of MSEs owned by residents in the county in both domestic and international markets.
- (iv) To facilitating investment in small and micro enterprises oriented commercial infrastructure such as business or industrial parks, stalls, markets or business incubators that will be beneficial to the enterprises.
- (v) To provide business development services to MSEs, and generating gainful self-employment for the residents of Kilifi.

PROJECT OBJECTIVE

This undertaking is to provide Accounting and Loan Management System for the KCMF. This includes:

- (i) Supply, installation and configuration of the Accounting and Loan Management System
- (ii) Training of staff on the Accounting and Loan Management System
- (iii) Offer Support in Migration of data from the manual system to the acquired system
- (iv) Rolling out of the system for use by the KCMF

PROJECT SCOPE

The project scope will take the following minimum tasks:

1. Conduct systems feasibility and user requirements specifications

2. Systems design, systems development, conduct systems tests to match the user expectations.
3. Systems deployment, hosting and configuration of the application to the County existing infrastructure
4. Conduct system application user training and Commission of the application.
5. Systems documentation

TECHNICAL BIDDERS REQUIREMENTS

The Bidders to this project should be able to demonstrate the following

- a) Having done at least 3 No similar projects of recent not less than 3 years with similar financial obligations.
- b) Demonstrate competency of the undertaking team where the bidders are a firm by sharing CV of each team member.
- c) Share a clientele that have their developed and functional installations.
- d) Compliance to the Kenya business statutory regulations

TECHNICAL SYSTEMS REQUIREMENTS

The following are expected systems distinguished functions and deliverables to be achieved by the developer

A. Loan management module

1. Open and close accounts
The system should be able to open and close accounts
2. Post loan and account entries
The system should be able to post loan and account entries
3. Reports
The system should (in minimum) be able to generate the following reports:
 - (i) Debtors list as at a given date
 - (ii) Statement per account/ Loan repayment schedule
 - (iii) Profit & loss
 - (iv) Balance sheet
 - (v) Trial balance
 - (vi) Loan due reports
 - (vii) Loan Status how much is due/paid on daily/weekly and monthly basis

- (viii) Value and number of loans disbursed and average loan size
- (ix) Portfolio quality reports including: Loan Aging Analysis: 1-30 days, 31-60 days, 61-90 days, more than 90 days
- (x) Client's credit history
- (xi) Number and value of rejected loans
- (xii) The system should provide reports ward wise, overall consolidate reports
- (xiii) The system should be able to provide reports on different funding sources and funded sectors.

4. Loan Time Period Management

- (i) The system should be able to manage different loan grace periods
- (ii) Manage loan booking and loan disbursement dates
- (iii) Manage loan repayment dates
- (iv) Calculate loan Turn-around time/Loan lead time
- (v) Manage public holidays

5. Provide Notifications

- (i) Loan disbursement notifications at least to 3 members
- (ii) Loan repayment notifications at least 5 days before due date
- (iii) Arrears accumulated notifications

The system should be able to provide, at a minimum, the following notifications

- (i) Installment falling due
- (ii) Provide notification in-case of duplicate loan application, existing client in the data base.

6. Automatically Calculate Fees

- (i) The system should be able to automatically deduct the loan management fees (4% and 6% depending on loan size), penalties and insurance
- (ii) The system should be able to clearly indicate the amount collected as principal loan repayment and penalties (5% of the installment due) per payment and cumulatively

7. Client Data Management

The system should be able to

- (i) Store client data

- (ii) Generate clients and loans account numbers
- (iii) Store collateral and loan security information
- (iv) Link Collateral to the specific accounts

B. System security and deployment infrastructure

I. Systems deployment

- a. Locally hosted on server for security purposes
- b. Web based system for accessibility from work premises in case of approvals
- c. System also has desktop based interfaces for internal efficient usage.
- d. User rights and access levels department wise
- e. Audit trails and security of databases

II. Systems Notification updates

- a. Mobile or email notification on approvals on application
- b. Mobile or email notification reminders on payments instatement to loanee

III. System Security and Authorizations

The system should

- a. Secure client information (password policy)
- b. Provide for different levels of authorizations e.g. Entry, Verification and Authorization done by different people
- c. Have a backup utility

C. Systems integration to existing County systems and other APIs

System Interface

The system should have the ability to interface with other providers including but not limited to:

- (i) Interface with other applications like CRB
- (ii) Link with mobile money and bank agencies

In addition, the system should be able to perform the following functions:

- (i) It should provide for management of reschedule, restructured loans and written off loans.
- (ii) It should be able to calculate and provide the following: delinquent loans as percentage of total current loans, average loan size, percentage of approved/rejected loans, e.t.c.

Other Important information

- (i) The system should have the capacity to upgrade with ease.
- (ii) Further information will be provided through annexes attached

CGK'S (KILIFI COUNTY GOVERNMENT –MBEGU FUND) RESPONSIBILITY

1. Participating fully in the feasibility study and development of the user expectations.
2. Participation in the system testing and fine tuning to match the user expectations.
3. Participating in the GO Live
4. Signing of the project contract and patent intellectual rights contract

DEVELOPER'S RESPONSIBILITY

1. Provide a Beta version of the application within 60 working days.
2. Participating and coordinate the Go Live event
3. Provide both on site and off site support to the user
4. Signing of the project contract and patent intellectual rights contract

MODALITIES OF PRESENTATION

The system providers shall present separately

1. They will be required to conduct a demonstration (actual postings) during the presentation.
2. They will be required to provide a print outs of the required reports
3. Should also provide contract documents as follows:
 - a. Security and confidentiality document
 - b. System cost including maintenance costs and possible provide a *proforma* invoice

REQUEST FOR QUOTE.

Items	Quantity (In No. Of Hours)	Rate per Hour	Total
Conduct systems feasibility and user requirements specifications			
Systems Design, systems develop, conduct systems tests to match the user expectations			
Systems deployment, hosting and configuration of the application to the County existing infrastructure			
Conduct system application user training and Commission of the application.			
Systems documentation			
System Support			

ANNEX

- (i) The Kilifi County Microfinance Fund Act, 2016
- (ii) The KCMF Regulations 2019.

MANDATORY REQUIREMENTS TO BE MET BY THE CONSULTANTS

Instructions to tenderers (Reference)	Particulars of appendix to instructions to tenderers
Evaluation Criteria MANDATORY REQUIREMENTS	<p>1. Preliminary criteria</p> <ul style="list-style-type: none"> i. Copy of certificate of incorporation / registration. ii. Copy of VAT/PIN certificates from KRA iii. Valid KRA Tax compliance certificate. iv. Dully filled, signed and stamped form of tender. v. Dully filled, signed and stamped confidential business questionnaire <p>Evaluation Methodology will be a PASS/FAIL</p> <p>NOTE: Bidders MUST meet ALL the above requirements to proceed to technical evaluation.</p>

TECHNICAL EVALUATION

s/no	Description	points
1a	-The Team leader should possess a minimum of a Bachelor's Degree in Information Technology or Bachelors of Science in Software engineering and certification from Microsoft certified/registered software expert (20Mks)	20
B	<p>- Proven experience of tasks of similar nature and magnitude, at least Two (2) assignments for the last three (3) Years, should attach- Award letter, LPO/LSO, Contracts and competition certificate. (10Mks)</p> <p>- Attach signed current CV and certificates, for at least 3 key professional staff in Information Technology (10Mks)</p> <p>- Must provide recommendation letters dully signed and stamped from at least Two (2) previous clients. (5Mks).</p>	25
C	Understanding of the terms of reference provide an elaborate methodology and work plan on how you are going to carry out the assignment a (10mks)	10

D	Proof of financial Capability-Audited books of accounts for the last one(1) years (2018) (MUST be signed and stamped by certified/registered auditing Firm) 5 mrks	5
2	Demonstration and Piloting	20

NOTE: ONLY Technical proposals which score a minimum of 60% marks will be considered for financial evaluation

SECTION IV - TECHNICAL PROPOSAL (TP)

Notes on the Preparation of Technical Proposal

The technical proposal shall be prepared and submitted by the consultants.

It shall contain the following:-

- (a) Submission letter
- (b) Particulars of the consultant including Curriculum vitae (CV)
- (c) Comments and suggestions of the consultant on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity.
- (d) Description of the methodology and work plan for performing the assignment
- (e) Any proposed staff to assist in the assignment
- (f) Consultancy services activities times schedule.

(to be prepared by the consultant as appropriate)

2. FIRM'S REFERENCES

Relevant Services Carried Out in the Last three 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:	Client contact person for the assignment:		
Address:	No of staff-months; duration of assignment:		
Start date (month/year):	Completion date (month/year):): Approx. value of the services/fees (Ksh): (Separately indicate implementation costs and ongoing operational/transaction costs where applicable)	
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; _____

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

On the terms of reference

- 1.
- 2.
- 3.
- 4.
- 5.

ON THE DATA ,SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT;

- 1.
- 2.
- 3.
- 4.
- 5

4. DETAILED DESCRIPTION OF THE PROPOSED SOLUTION

5. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

6. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff Name Position Task

Name	Position	Task

7. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Please note that only CV of staff with specific tasks in the project (as detailed in table in section 6 above) should be included and such members of the team **MUST** sign their CV. The client reserves the right to interview the staff on the contents of their CV. Any misleading information may lead to disqualification.

Proposed _____ Position:

Name _____ of _____ Firm:

Name _____ of _____ Staff:

Profession: _____

Date _____ of _____ Birth:

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed	Tasks	Assigned:

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

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

_____ Date: _____

[Signature _____ of _____ staff _____ member] _____ Date;

[Signature of authorized representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

8. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

NAM E	Positi on	Reports Due/Activit ies		1	2	3	4	5	6	7	8	9	1 0	1 1	1 2	Numb er of Month s

Reports Due: _____

Activities Duration: _____

Name:

Signature:

(Authorized representative) Full

Title:

Address:

9. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

[1st,2nd,etc, are months from the start of assignment)

Activity (Work)	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th

(b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

SECTION V- FINANCIAL PROPOSAL(FP)

Notes on the Preparation Financial Proposal

The financial proposal shall be prepared and submitted by the consultants.
It shall contain the following.

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

Miscellaneous expenses

- (e) Administration Cost (if any as stated in the terms of reference)
- (f) The financial proposal **MUST** include all taxes imposed to the consultant by the National and County Governments.
- (h) The consultant shall allow an administrative cost of 5 % of the contract sum.

(to be prepared by the consultant as appropriate)

Notes on preparation of Financial Proposal

4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.

4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.

4.3 The financial proposal should be prepared using the Standard forms provided in this part

FINANCIAL PROPOSAL STANDARD FORMS

1. FINANCIAL PROPOSAL SUBMISSION FORM
2. SUMMARY OF COSTS
3. BREAKDOWN OF PRICE PER ACTIVITY
4. BREAKDOWN OF REMUNERATION PER ACTIVITY
5. REIMBURSABLES PER ACTIVITY
6. MISCELLANEOUS EXPENSES
7. SCHEDULE OF PAYMENTS

FINANCIAL 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. Our attached Financial Proposal is split into a one-time implementation cost of Kshs (if applicable) and operational/transaction costs as follows (indicate how any operational costs will be determined) (_____) [All Amounts should be indicated in words and figures] inclusive of the taxes.

We remain,

Yours sincerely,

_____ [Authorized Signature] :

_____ [Name and Title of Signatory]:

_____ [Name of Firm]

_____ [Address]

1. SUMMARY OF COSTS

NOTE:

It is expected that project costs will largely be operational/transactional given the nature of the assignment. Bidders should therefore note the following when preparing their financial proposals:

1. Separately indicate any one time implementation costs where applicable
2. Full disclosure of the proposed operational/transaction costs and how these are computed. The bidder should also indicate any additional transaction fees payable to a third party service provider. Any such costs should be included in the proposal cost
3. About five hundred (500) POS terminals will be required initially
4. Battery charging packs (solar and mains)
5. Bidders should propose a costing model that provides best value to KCG

Costs	Currency(ies)Ksh.	Amount(s)Ksh.
Subtotal		
Taxes		
Total Amount of Financial Proposal		

2. OPERATIONAL/ RECURRING COSTS

(Please indicate the applicable operational costs and how these are determined.)

3. BREAKDOWN OF IMPLEMENTATION COST PER ACTIVITY

Activity Number: _____	Description: _____
Price Component Amount(s)	Amount(s)
Remuneration	
Reimbursable	
Miscellaneous Expenses	
Subtotal	_____

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

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

5. REIMBURSABLES PER ACTIVITY

Activity No: _____ Name: _____

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

6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs				
2.	(telephone, telegram, telex)				
3.	Drafting, reproduction of Reports				
4.	Equipment: computers etc. Software				
	Grand Total				

7. SCHEDULE OF PAYMENTS

Item	Description	Amount
1	Payment upon signing of the contract and successful System Implementation, user training and user Module testing & acceptance	60%
2	Six months after "GO-LIVE".	40%
	TOTAL	100%

SECTION VI STANDARD CONTRACT FORM

INDIVIDUAL PROFESSIONAL CONSULTANTS

(Lump-sum payment)

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

- (A) Standard Contract Forms to be filled by the consultant:
 - 1. Form of Tender
 - 2. Confidential Business Questionnaire.
- (B) The Tender security to be provided by the consultant from a Bank or Insurance Company should be in the **Format** as provided in this tender document.
- (C) The winning bidder **SHALL provide a Performance Bond of 10%** of the contract sum from a Bank or Insurance Company

1. STANDARD CONTRACT FORM

INDIVIDUAL PROFESSIONAL CONSULTANTS (lump-sum payments)

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

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

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

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:-

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

(Appendices A, B, and C to be prepared as appropriate)

2. **Term** The Consultant shall perform the Services during the Period commencing on _____ [insert starting date] and through to _____ [insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.
3. **Payment**
 - A. **Ceiling**
For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to Exceed _____ [insert amount]. This amount

has been established based on the understanding that it includes all the Consultant's costs and Profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

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

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

Kshs. _____ Upon the Client's receipt of the Final report, acceptable to the Client.

Kshs. _____ Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless Otherwise specified not later than thirty (30) days Following submission by the Consultant of Invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed Payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three Percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

4. Project Administration

A. Coordinator

The Client designates _____ [Insert name] as Client's Coordinator; the Coordinator will be responsible for the Coordination of activities under this Contract, for acceptance and approval of the reports and of Other deliverables, by the Client and for receiving and approving invoices for payment.

B. Reports

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

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant

Shall promptly replace any employees assigned Under this Contract that the Client considers Unsatisfactory.

6. **Confidentiality** The Consultant shall not, during the term of this Contract and within two years after its expiration Disclose any proprietary or confidential Information relating to the Services, this Contract Or the Client's business or operations without the Prior written consent of the Client.
7. **Ownership of Material** Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
8. **Consultant Not to be Engaged in certain Activities** The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or Services (other than the Services and any Continuation thereof) for any project resulting from or closely related to the Services.
9. **Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
10. **Assignment** The Consultant shall not assign this Contract or Sub-contract any portion of it without the Client's Prior written consent.
11. **Law Governing Contract and Language** Kenya The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English language
12. **Dispute Resolution** Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the

Chartered Institute of Arbitrators, Kenya branch,
On the request of the applying party.

For the Client

Full name _____

Title _____

Signature _____

Date _____

For the Consultant

Full name _____

Title _____

Signature _____

Date _____

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 you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 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 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: <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Name</td> <td style="width: 30%;">Nationality</td> <td style="width: 40%;">Citizenship Details</td> </tr> </table> Shares 1. 2. 3. 4.	Name	Nationality	Citizenship Details
Name	Nationality	Citizenship Details		
	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 <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Name</td> <td style="width: 30%;">Nationality</td> <td style="width: 40%;">Citizenship Details</td> </tr> </table> Shares 1. 2. 3. 4. 5.	Name	Nationality	Citizenship Details
Name	Nationality	Citizenship Details		
Date Signature of Candidate				

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

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM OF TENDER SECURITY

WHEREAS (hereinafter called "the Tenderer")

has submitted his tender dated for the construction of

..... (Name of Contract)

KNOW ALL PEOPLE by these presents that WE..... having our registered office at (hereinafter called "the Bank"), are bound unto

..... (hereinafter called "the Employer") in the sum of

Kshs..... for which payment well and truly to be made to the said Employer, 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 after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers
Or
- 2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, 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 Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the said date.

[Date]

[signature of the Bank]

[Witness]

[Seal]

PERFORMANCE BANK GUARANTEE

To: _____ (*Name of Employer*) _____ (*Date*)
_____ (*Address of Employer*)

Dear Sir,

WHEREAS _____ (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called "the Works");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs. _____ (*amount of Guarantee in figures*) Kenya

Shillings _____ (*amount of Guarantee in words*), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Kenya Shillings _____ (*amount of Guarantee in words*) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change, addition or other modification of the terms of the Contractor of the Work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in anyway release us from any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification.

This guarantee shall be valid until the date of issue of the Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date

REQUEST FOR REVIEW FORM

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Department of Lands, Energy, Physical Planning, Housing and Urban Development*)

Request for review of the decision of the..... (*Department of Lands, Energy, Physical Planning, Housing and Urban Development*) ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

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

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNEDBoard Secretary

