

REPUBLIC OF KENYA



PARLIAMENT OF KENYA THE NATIONAL ASSEMBLY

TENDER DOCUMENT

TENDER NO: NA/09/2019-2020

FOR

**SUPPLY, DELIVERY, INSTALLATION TESTING, COMMISSIONING,
TRAINING AND MAINTENANCE OF HANSARD PRODUCTION
MANAGEMENT SYSTEM AS PER THE TERMS OF REFERENCE**

RESERVED TO ALL ELIGIBLE LOCAL KENYAN FIRMS

TENDER SUBMISSION DEADLINE:

MONDAY, 24TH FEBRUARY 2020 AT 11.00AM

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SECTION I: INVITATION TO TENDER

30th January 2020

M/S
P.O. Box
Nairobi
Tel.

**RE: SUPPLY, DELIVERY, INSTALLATION TESTING, TRAINING, COMMISSIONING AND MAINTENANCE OF A HANSARD PRODUCTION MANAGEMENT SYSTEM
(TENDER NO. NA/09/2019-2020)**

The National Assembly invites sealed bids from eligible to all eligible local Kenyan firms for **SUPPLY, DELIVERY, INSTALLATION TESTING, TRAINING, COMMISSIONING AND MAINTENANCE OF A HANSARD PRODUCTION MANAGEMENT SYSTEM** as per the Terms of Reference and qualifications requirements attached to this Tender Document.

Interested Bidders may obtain further information and inspect the Tender Document for free from the **Procurement Office on 13th Floor, Protection House** or download the same from **Parliament's Website; www.parliament.go.ke** or IFMIS Portal website; **www.supplier.treasury.go.ke**.

There will be a mandatory pre-bid meeting on **Wednesday, 15th February 2020** at **11.00am, on 2nd floor, boardroom in Protection House**, at the junction of **Haile Selassie Avenue and Parliament Road, Nairobi**.

Duly completed tender documents (original and copy) are to be enclosed in plain sealed envelopes, marked with the **tender number, name** and **as prescribed under this the Tender document** and be deposited in the tender box provided at the **2nd floor, Protection House, Nairobi** or be addressed to:

**The Clerk of the National Assembly
Parliament Buildings
P. O. Box 41842-00100
NAIROBI**

so as to be received on or before **Monday, 24th February 2020 at 11.00am**.

Tenders will be opened immediately thereafter in the presence of the Candidates who choose to attend or their representatives, at **Protection House, 2nd floor, Nairobi.**

Prices quoted should be net inclusive of all taxes for supply, delivery & configuration of the equipment and must be in Kenya Shillings and shall remain valid for (90) days from the closing date of the tender.

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

**CLERK OF THE NATIONAL ASSEMBLY
PARLIAMENT OF KENYA**

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

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

2.2 Eligible Goods

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

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the National Assembly, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price is to be changed for the tender document as specified in the appendix to Instructions to tenderers.
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance to the set qualification criteria shall be considered.

2.4 The Tender Document

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

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

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

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the National Assembly in writing or by post at the National Assembly address indicated in the Invitation to Tender. The National Assembly will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the National Assembly or during the pre-bid meeting. Written copies of the National Assembly response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 The National Assembly shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, the National Assembly, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

- 2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the National Assembly, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

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

2.8 Documents Comprising of Tender

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

2.9 Tender Forms

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

2.10 Tender Prices

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

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

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

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

2.13 Goods Eligibility and Conformity to Tender Documents

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

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

- a) A detailed description of the essential technical and performance characteristic of the goods;
- b) A list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the National Assembly ; and
- c) A clause-by-clause commentary on the National Assembly Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

2.14 Tender Security

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

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

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

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

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

- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the National Assembly.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract and furnishing the performance security.
- 2.14.8 The tender security may be forfeited:
- a) if a tenderer withdraws its tender during the period of tender validity specified by the National Assembly on the Tender Form; or
 - b) in the case of a successful tenderer, if the tenderer fails:
 - i. to sign the contract in accordingly or
 - ii. to furnish performance security as required.

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the National Assembly. A tender valid for a shorter period shall be rejected by the National Assembly as non-responsive.
- 2.15.2 In exceptional circumstances, the National Assembly may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

- 2.16.1 The Tenderer shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 For each bid, the tenderer shall prepare the original and copy of the document as specified. Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL TECHNICAL BID or ORIGINAL FINANCIAL BID**" as appropriate.
- 2.16.3 The original Technical Bids shall be placed in a sealed envelope clearly marked "**TECHNICAL BID**". Similarly the original of the Financial Proposal shall be placed in a sealed envelope clearly marked "**FINANCIAL BID**" and warning: "**DO NOT OPEN WITH THE TECHNICAL BIDS**". Both envelopes shall be placed in an outer sealed envelope marked "**SUPPLY, DELIVERY, INSTALLATION, TESTING, COMMISSIONING, TRAINING AND MAINTENANCE OF HANSARD PRODUCTION MANAGEMENT SYSTEM.**" This outer envelope shall bear the submission address and other information indicated in the Appendix "A" and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE TENDER OPENING COMMITTEE.**"

- 2.16.4 The original and all copies of the tender shall be typed or written in indelible ink and shall be duly executed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.16.5 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

- 2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 2.17.2 The inner and outer envelopes shall:
- (a) be addressed to the National Assembly at the address given in the Invitation to Tender:
 - (b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," **Monday, 24th February 2020 at 11.00am.**
- 2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".
- 2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the National Assembly will assume no responsibility for the tender's misplacement or premature opening.

2.18 Deadline for Submission of Tenders

- 2.18.1 Tenders must be received by the National Assembly at the address specified no later than **Monday, 24th February 2020 at 11.00am.**
- 2.18.2 The National Assembly may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents, in which case all rights and obligations of the National Assembly and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

- 2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification,

including substitution or withdrawal of the tenders, is received by the Procuring prior to the deadline prescribed for submission of tenders.

- 2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security.
- 2.19.5 The National Assembly may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 The National Assembly shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

- 2.20.1 The National Assembly will open all tenders in the presence of tenderers' representatives who choose to attend, at **Monday, 24th February 2020 at 11.00am** and in the location specified in the Invitation to Tender.
- 2.20.2 The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.20.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the National Assembly, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.4 The National Assembly will prepare minutes of the tender opening.

2.21 Clarification of Tenders

- 2.21.1 To assist in the examination, evaluation and comparison of tenders the National Assembly may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response

shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.21.2 Any effort by the tenderer to influence the National Assembly in the National Assembly tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

2.22.1 The National Assembly will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail.

2.22.3 The National Assembly may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, the National Assembly will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The National Assembly determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the National Assembly and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

- 2.24.1 The National Assembly will evaluate and compare the tenders which have been determined to be substantially responsive.
- 2.24.2 The Tender Evaluation Committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender as per the qualification requirements set out in technical specifications.
- 2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Preference

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

2.26 Contacting the National Assembly

- 2.26.1 No tenderer shall contact the National Assembly on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.26.2 Any effort by a tenderer to influence the National Assembly in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

a) Post-qualification

- 2.27.1 In the absence of pre-qualification, the National Assembly will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer as well as such other information as the National Assembly deems necessary and appropriate.
- 2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the National Assembly will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

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

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

(c) National Assembly's Right to Vary quantities

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

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

2.27.6 The National Assembly reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the National Assembly action

2.28 Notification of Award

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

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

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

2.29 Signing of Contract

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

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

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the National Assembly.

2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from the National Assembly, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the National Assembly.

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

2.30 Corrupt or Fraudulent Practices

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

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

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

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

APPENDIX TO INSTRUCTIONS TO TENDERERS

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	<i>OPEN TO ALL ELIGIBLE LOCAL CITIZEN/KENYAN SUPPLIERS</i>
2.5.1	<p><i>Any clarification with regard to this tender should be addressed to:</i></p> <p>The Clerk of the National Assembly Parliament Buildings P. O. Box 41842-00100 NAIROBI</p> <p><i>Bidders are required and encouraged to identify and consolidate any clarification regarding this tender they may have on or before the pre-bid meeting to be held on 15th February 2020.</i></p> <p><i>The National Assembly will also consolidate all the clarifications received on or before the pre-bid meeting, record them and respond during the pre-bid meeting, or through the Minutes of the pre-bid meeting to be issued to the Bidders that attend the Meeting and or issue an addendum, where applicable.</i></p>
2.14.1	<i>A bid security of Kshs. 150,000.00 in form of a Bank Guarantee as per the attached format valid for 120 days from a Reputable Bank or Insurance Company approved by PPRA</i>
2.17.2	<p><i>Tenders must be addressed and delivered to:</i></p> <p>The Clerk of the National Assembly Parliament Buildings P. O. Box 41842-00100 NAIROBI</p>
2.18.1	<i>The tender submission deadline is on Monday, 24th February 2020 at 11.00am</i>
2.22.4	EVALUATION CRITERIA (please refer to the technical specifications and qualification requirements under Section V of this Tender document (page 27-39))
2.30.1	<i>Performance security of 5% of the contract sum in the prescribed format to be submitted by the successful firm.</i>

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

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

- 3.5.2 The tenderer shall not, without the National Assembly prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above.
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the National Assembly and shall be returned (all copies) to the National Assembly on completion of the Tenderer's performance under the Contract if so required by the National Assembly.

3.6 Patent Rights

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

3.7 Performance Security

- 3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the National Assembly the performance security in the amount specified in Special Conditions of Contract.
- 3.7.2 The proceeds of the performance security shall be payable to the National Assembly as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the National Assembly and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the National Assembly, in the form provided in the tender documents.
- 3.7.4 The performance security will be discharged by the National Assembly and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

3.8 Inspection and Tests

- 3.8.1 The National Assembly or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The National Assembly shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods'

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

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

3.9 Packing

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

3.10 Delivery and Documents

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

3.11 Insurance

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

3.12 Payment

- 3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.
- 3.12.2 Payments shall be made promptly by the National Assembly as specified in the contract.

3.13 Prices

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

3.14 Assignment

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

3.15 Subcontracts

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

3.16 Termination for default

- 3.16.1 The National Assembly may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part
 - a) if the tenderer fails to deliver any or all of the goods within the periods) specified in the Contract, or within any extension thereof granted by the National Assembly
 - b) if the tenderer fails to perform any other obligation(s) under the Contract
 - c) if the tenderer, in the judgment of the National Assembly has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- 3.16.2 In the event the National Assembly terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the National Assembly for any excess costs for such similar goods.

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

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

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

3.9 Language and Law

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

3.20 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

4.2 Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	<i>Performance security of 5% of the contract sum in the prescribed format to be submitted by the successful firm.</i>
3.12.1	<i>Payment terms will be as per the contract to be signed by both parties</i>
3.18.1	<i>Dispute will be settled as per the laws of Kenya</i>

SECTION V - QUALIFICATION REQUIREMENTS AND TECHNICAL SPECIFICATIONS (under technical bid)

The supplier should submit separate original and copy of the technical and financial bid document properly sealed and clearly marked.

The technical bid should not have any financial information with regard to the firm's offer for the system. The form of tender and price schedule should be enclosed in the financial bid document.

The bids will be considered and evaluated in the following six (6) stages:-

- 1) The mandatory/preliminary requirements
- 2) The technical requirements/specifications.
- 3) Detailed technical proposal requirements
- 4) Demonstration of the proposed product/solution/system
- 5) Financial Proposal
- 6) Recommendation for award

The Bids submitted will be evaluated as follows: -

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

- a) Submit separate original technical and financial bid clearly marked '**original Technical/financial bid**' and a **copy** of each.
- b) Must have registered as having attended the pre-bid meeting on Wednesday, 15th February 2020 at 11.00am.
- c) Attach a certificate of incorporation
- d) Attach a CR12 form indicating the directorship.
- e) Attach a valid Tax Compliance Certificate.
- f) Attach a valid trade license or single business permit from the County.
- g) A tender security of **Kshs. 150,000.00** valid for 120 days from the tender closing date and in the prescribed format.
- h) Fully fill the attached mandatory Confidential Business Questionnaire.
- i) Must attach a detailed company profile indicating among others, the directorship, key members of staff, core line of business, organization structure, location, clients etc.
- j) Must attach detailed Curriculum Vitae (in the attached format Annex 3) of at least five (5) key project personnel who will be involved in this assignment indicating the proposed position during implementation of the project, their academic and professional background, experience, membership to

professional bodies, etc. The CVs should also be authorized by the director/managing partner of the firm or a person of equivalent rank.

- k) Submit a list of five (5) major clients where the firm has developed and installed successful systems indicating the description/the nature of the system , contract value, contract duration, date installed, contact details of responsible person in that organization, etc
- l) Evidence in form of recommendation/reference letters of having successfully developed and installed systems in at least three (3) organizations with a contract value above Kshs. 20 million (Must attach a duly signed recommendation letter in client's letterhead).
- m) A declaration addressed to the Clerk of the National Assembly that the firm owns/develops/manufactures the proposed system or is being sub-contracted/in a joint venture with a manufacturer and duly fill the attached manufacturer's authorization letter. If being sub-contracted or in a joint venture, a duly executed agreement must be provided in the bid document. In addition, if subcontracted or in a joint venture, the bidding firm should fulfill all these mandatory requirements and attach a manufacturer's authorization letter in the format provided.
- n) A declaration in form of a letter to the Clerk of the National Assembly indicating if awarded they shall provide a Project Manager for a period of at least six (6) months for local on-site support at least 4 hours a day or as may be agreed during the Negotiation meeting and warranty for the system for at least one (1) year at no additional cost to the National Assembly.
- o) A catalogue of associated components, accessories, parts and or equipment that may be required from time to time for effective installation, commissioning, operations and maintenance of the system clearly indicating their specifications and indicative/estimated costs.
- p) Submit a maintenance schedule, an operation manual, warranty and after sale support.
- q) The bid document must be properly bound, serialized and paginated including all the attachments and supporting documents.

NB:

- ❖ *A bid that does not fulfill any of the mandatory requirements shall be disqualified at this stage regardless of their technical and financial offer.*

STAGE 2: TECHNICAL SPECIFICATIONS/REQUIREMENTS (must fulfill all the requirements) (under technical bid)

The supplier is required to indicate the actual specifications of the **proposed Hansard Production Management System** they intend to deliver to the National Assembly: -

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

ITEM NO	FUNCTIONAL REQUIREMENTS	BIDDERS REMARKS YES/NO	COMMENTS
3.0	Pre- Recording @ Hansard Production modules The should to provide pre- recording activities such as rota list from media files, track rota/take/section status (pending or completed, editing of rota list and mailing list		
	Recording		
	The should to provide users with recording module for both audio and video of parliamentary proceedings		
	Transcription		
	The system to provide transcription module of Hansard proceedings of both house and committee meetings		
	Editing		
	The system to have built in editing capability to the users to edit the transcription.		
	Merging		
	The system to have in built merging facilities of various takes or transcribed document.		
	Archiving		
	The proposed system to have built archive functionality for the hansard documents		
3.	Hansard Publication- Users should be able to:		
3.1	Publish the Hansard document on Parliament's Website for the public real time after approval on both audio and video		
3.2	Circulate draft Hansard to legislature personal assistants prior to publication for members to confirm their contributions		
3.3	Extract or tag individual member contribution and email the same		
4.	Hansard Document Index- Users should be able to:		
4.1	The system to have automated indexing feature- the system should be able to perform instant indexing of the Hansard documents as defined in Hansard guide		
5.	System Administration- Administrators should be able to:		
5.1	Create users to the system and manage their privileges		
5.2	Manage backup copies and recovery of the Hansard documents		
5.3	Monitor and manage security of the system		

ITEM NO	FUNCTIONAL REQUIREMENTS	BIDDERS REMARKS YES/NO	COMMENTS
6.	Search Functionality – Users should be able to;		
6.1	Perform document searches based on phrases e.g. <i>THE LEGAL AID BILL</i> or <i>members contributions/ speakers</i>		
6.2	Filter search based on a date range		
6.3	Sort results in ascending or descending order.		
6.4	View excerpts of each document listed on search result to provide context enabling faster tracing of desired document		
6.5	Navigate to the archive where the respective document is stored		
6.6	Download documents from the search results		
7.	Hansard Media Gallery – Users should be able to;		
7.1	Navigate Hansard media files through a well-presented interface.		
7.2	Upload media to the media gallery for storage.		
7.3	Playback media through in-built audio and video media players.		
8.	Quality Requirements		
8.1	The solution must be web based.		
9.	Usability Training Requirements		
9.1	The solution must be structured in such a way as to be understood by a novice user within a short period of time		
9.2	The solution should have common look and feel across modules, e.g. common placement of buttons, messages etc to help shorten the learning curve		
9.3	The solution must have adequate documentation that describes at minimum, the design, functionality and use of the solution		
9.4	Availability of inbuilt help function: user friendly		
10	Volume and Storage Requirements		
10.1	The solution must address optimal storage capability as necessary and implement relevant compression strategy (scalability)		
10.2	The solution must be able to allow for expanding the disk space for storage		
11.	Compatibility Requirements		
11.1	The solution should provide seam Server system for automated reminders as well as any other systems.		
11.2	The solution modules should have the capability of being enhanced or modified with minimal impact to other		

ITEM NO	FUNCTIONAL REQUIREMENTS	BIDDERS REMARKS YES/NO	COMMENTS
	interfacing modules		
11.3	The solution to integrate with the existing systems such as eparlkenya solutions and attendance register		
12.	Reliability Requirements		
12.1	The solution should be able to recover data through backups.		
12.2	Error logging: the solution will have comprehensive error handling routines. The error description should be logged to aid solution developers in tracing and solving the error		
13.	Availability Requirements		
13.1	The solution shall be capable of running 24 x 7 continuously with minimal downtime.		
13.2	Availability of user and technical support service		
13.3	State the average response times for interactive transactions.		
14.	Legal Requirements		
14.1	Warranty and support provision (including online support, knowledge-bases, upgrades and releases) must be provided		
14.2	Availability of local support in Kenya		
15.	Solution Support Requirements		
15.1	Sufficiency of proportion of technical staff dedicated to the development and support of the Hansard Management System		
15.2	Brief Statement of approach to training procedures		
16.	Provision of Technical Expertise by including their experiences and Cvs		
16.1	Provide a chart outlining your project team composition		
16.2	At least 2 of the project team members should hold Master's degree in an IT related field (attach CV's)		
16.3	State the expertise of at least five of the project team members		
17	Implementation Methodology		
17.1	Provide a methodology and state timeframes of implementation		

STAGE 3: DETAILED TECHNICAL PROPOSAL REQUIREMENTS

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

a) Qualifications of the firm (10marks)

- ✓ Company's profile outlining the firm's main line of business, registration details (attach Certificate of Incorporation/Registration, VAT and PIN Certificate), key personnel, main clients etc
- ✓ Experience of having supplied and installed related ERP systems to at least five (5) clients.

b) Qualification of Key personnel (45 marks)

- ✓ Detailed and properly authorized CVs of at least five(5)) key personnel who will be involved in this project assignment (Project leader, system developers and support staff) clearly indicating the proposed position, academic and professional qualifications, experience, etc.
- ✓ Experience of at least three (5) technical personnel in development, installation and maintenance of ERP system.
- ✓ Membership to professional bodies.

c) Project implementation Methodology, approach and work plan of undertaking the assignment if awarded(35 marks)

- ✓ Understanding of the National Assembly requirements and Terms of Reference for the assignment and suggestions on areas of improvement/value addition to the specifications.
- ✓ Solution overview (software, hardware, responsiveness to user needs, compatibility, flexibility to new technologies/procedures, etc).
- ✓ Methodology, approach and work plan in undertaking the assignment
- ✓ Draft operations manual
- ✓ Maintenance schedule, after sale support and catalogue of accessories, components, parts and equipment required.
- ✓ Fully fill and submit the attached the attached annexures 1 (IT risk and technical security checklist) and System implementation and technical support inquiry)

d) Technological transfer (10marks)

- ✓ Submission of a proposed training programme/manual to the technical staff of Parliament and Hansard Department.
- ✓ Adequacy of the training programme

Minimum pass mark =75 marks and above

Note:-

- ❖ **The National Assembly may at its discretion visit the firm's premises or contact the references provided in confidence in order to establish or verify the correctness of details provided by the bidder.**
- ❖ **Any bid that does not score 75 points and above shall be disqualified further evaluation and consideration at this 3rd stage regardless of their financial and technical offer.**

STAGE 4: DEMONSTRATION/PRESENTATION OF THE PROPOSED SYSTEM

Firms that score above the set pass mark of 75 shall be invited to demonstrate their proposed solution, system and offer to the National Assembly.

During the presentation, the following will be parameters for gauging the adequacy of the proposed system weighted to a total score of 10 marks.

- a) Good understanding of the National Assembly requirements/Terms of Reference (2 marks).
- b) Presentation/demonstration of the proposed solution (2 marks).
- c) Responsiveness to current and future user needs (2 marks).
- d) User friendliness of the system (1 mark).
- e) Compatibility with existing and upcoming technologies/policies/procedures (2 marks).
- f) Warranty/patent issues (1 mark)

Pass mark =6 marks and above.

NB: A firm must score 6 marks and above to be considered as technically responsive at this stage.

STAGE 4: FINANCIAL PROPOSAL EVALUATION

- a) Only the financial bids for the technically responsive firms will be opened. The bids for the non-responsive firms shall remain sealed and unopened until the conclusion of the procurement process upon which they will be returned to the respective firms.
- b) The National Assembly will invite the technically responsive firms to witness the opening of the financial bids. The firm's or their representatives upon being invited may choose to attend the opening of the financial bids or not.

c) After opening of the financial bids, the Evaluation Committee shall scrutinize the documents and confirm the following:-

- ✓ Duly filled Form of Tender and Price Schedule
- ✓ Correction of Arithmetic Errors on items
- ✓ Confirmation of the Total Tender Sum inclusive of taxes, applicable duties.
- ✓ Any counter offers, payment terms and conditions, exclusions, exemptions shall be noted and highlighted.

d) The lowest evaluated cost shall be identified

STAGE 5: RECOMMENDATION FOR AWARD

The Evaluation Committee shall recommend the technically responsive and lowest in cost for the award of the tender,

SECTION VI - SCHEDULE OF REQUIREMENTS

TERMS OF REFERENCE & SCOPE OF WORK

Scope of work

The Implementing partner will be required to familiarize themselves with the operations of the Hansard department and sittings of both Houses of the Legislature.

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

Supply, install and set-up the Hansard Production Management System

Provide adequate training in usage of the solution to cover all aspects of delivering the Hansard

Provide administrator and end-user training on the Hansard Production Management System. Collaborate with the PSC to develop and document a customized solution usage manual.

Undertake a post implementation review of the Hansard Management System.

Deliverables

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

- ✓ Design documents of the Hansard Production Management System.
- ✓ Solution end-user and system administrator training.
- ✓ Customized solution usage manual.
- ✓ Hansard Management System. Post-Implementation review report after 3 months, with recommendations.
- ✓ Hansard Management System. Support and Maintenance for three (3) years within original contract, with renewals as necessary

Documentation Requirements

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

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

Documentation must be in English.

Training

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

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

Testing & Acceptance

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

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

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

Proof of Concept

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

Overall Responsibility

The Bidder is obliged to work closely with the Hansard department staff, act within its own authority, and abide by directives issued by the National Assembly that are consistent with the terms of the Contract.

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

The Bidder is responsible for managing the activities of its personnel, or subcontracted personnel, and will hold itself responsible for any misdemeanors. The Bidder shall appoint an experienced counterpart resource to handle this requirement for the duration of the Contract. The National Assembly may also demand a replacement of the manager if it is not satisfied any other reason.

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

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

Pricing

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

All taxes and VAT amount must be clearly stipulated and separated from the base costs and should be valid for a minimum of 90 days.

Delivery

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

Delayed Delivery & Installation Caused by the Supplier

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

Warranty

The successful bidder shall provide at least 12 months Warranty for the software and ensure it is free from any sort of defects and shall perform as per expectations. The successful bidder shall provide an option for on-going

warranty support beyond the warranty period. Failure to this the supplier will pay damages to the tune of the cost of the solution.

Support Requirements

The Supplier should provide and sign an Annual Maintenance Contract.

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

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

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

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

- ✓ Online chat
- ✓ Phone and
- ✓ E-mail

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

- ✓ Online user manual
- ✓ Archive data search
- ✓ FAQs

Bid Effectiveness

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

Payment Terms

The National Assembly will NOT make any payments in advance and will pay based on deliverables. The National Assembly will issue a contract for all the services ordered.

Payments will be paid within 60 days after delivery, testing installation and acceptance of the equipment and/or services supplied.

The National Assembly will not accept partial deliveries and neither will the National Assembly make partial payments unless agreed by both parties. Payment for equipment and/or services will only be made once the entire ordered equipment and/or services are delivered, installed and commissioned.

Staffing

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

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

Negotiation

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

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

- A. Form of Tender -** The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
- B. Price Schedule-** The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
- C. Confidential Business Questionnaire Form -** This form must be completed by the tenderer and submitted with the tender documents.
- D. Tender Security Declaration Form -** The tender shall provide the tender security in form of a guarantee as per the prescribed format included herein.
- E. Manufacturers Authorization Form-**This form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the system where the tenderer is an agent.
- F. Performance Security Form -** The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the National Assembly.
- G. Contract Form -** The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.

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

Date _____
Tender No. _____

To: _____

[name and address of National Assembly]

Gentlemen and/or Ladies:

1) Having examined the tender documents including Addenda Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **SUPPLY, DELIVERY, INSTALLATION TESTING, TRAINING, COMMISSIONING AND MAINTENANCE OF A HANSARD PRODUCTION MANAGEMENT SYSTEM** as per the specifications in conformity with the said tender documents for the sum of Kenya shillings
.....
.....

(Total tender amount in words and figures for Hansard Production Management System

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

- 2) We undertake, if our Tender is accepted, to deliver and configure the IT Equipment in accordance with the delivery schedule specified in the Schedule of Requirements.
- 3) If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ N/A percent of the Contract Price for the due performance of the Contract , in the form prescribed by
.....(*National Assembly*).
- 4) We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 - PRICE SCHEDULE FOR GOODS (to be enclosed in the financial bid)

Name of tenderer _____ Tender Number _____ Page _____ of _____

i) Price Schedule

1	2	3	4
Item	Description	Qty	Total Cost (Kshs.)
a)	Supply, Delivery, Installation Testing, Commissioning, Training and Maintenance of Hansard Production Management System as per the Terms of Reference	1No.	
b)	Applicable taxes		
Grand Consolidated Total Cost (Kshs.)			

NB: The Grand Consolidated Total Cost under column 4 to be forwarded to the Form of Tender

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

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

1	2	3	4
Item	Service Description	Qty	Annual Indicative Maintenance Cost (Kshs.)
a.	Provision of Service Maintenance of Hansard Production Management System as per the specifications	1No.	

Signature of tenderer _____

Note:

- In case of discrepancy between unit price and total, the unit price shall prevail.
- The total cost should be inclusive of all applicable taxes and duties.
- The technically responsive firm that fulfills the National Assembly technical and qualification requirements and offers the lowest in consolidated cost will be considered for award for supply of the system.

8.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE (under technical bid)

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

Name of Applicant(S)

.....

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

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

Part 1 – General

Business Name:.....Certificate of Incorporation / Registration No.Location of business premises:

CountryPhysical address
 TownBuilding.....
 Floor.....Plot No.
 Street / RoadPostal Address
 Postal / Country Code.....Telephone No's.....
 Fax No's.E-mail address
 Website

Contact Person (Full Names) Direct / Mobile No's.....
 Title Power of Attorney (Yes / No)

If **Yes**, attach written document.

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

(Applicable to Local Suppliers Only)

Local Authority Trading License No. Expiry Date

Value	Added	Tax
No.....		

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

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

Name (s) of your banker (s)
 Branches Tel No's.

Part 2 (a) – Sole Proprietor

Full names

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

Part 2 (b) – Partnerships

Give details of partners as follows:

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

Part 2 (c) – Registered Company

Private or public

Company Profile(Attach

State the nominal and issued capital of the Company

Nominal KShs

Issued KShs

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

Give details of all directors as follows:-

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

Part 2 (d) – Debarment

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

Full Names

Signature

Dated thisday of2020.

In the capacity of

Duly authorized to sign Tender for and on behalf of

Part 2 (e) – Criminal Offence

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

- a)
- b)
- c)

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

Signed

For and on behalf of M/s

In the capacity of

Dated thisday of2020.

Suppliers' / Company's Official Rubber Stamp

Part 2 (f) – Conflict of Interest

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

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

For and on behalf of M/s

In the capacity of

Dated thisday of2020

Suppliers' / Company's Official Rubber Stamp.....

Part 2 (g) – Interest in the Firm:

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

.....
(Title)

.....
(Signature)

.....
(Date)

Part 2(h) – Experience

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

<u>Company Name</u>	<u>Country</u>	<u>Contract/ Order No.</u>	<u>Value</u>
1.....
2.....
3.....

Contact person (Full Names)

E-mail address.....

Cell phone no

Part 2(i) – Declaration

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

Full names

Signature.....

For and on behalf of M/s

In the capacity of

Dated thisday of2020.

Suppliers' / Company's Official Rubber Stamp

8.4 TENDER SECURITY FORM(under technical bid)

Whereas [name of the tenderer]
(hereinafter called "the tenderer") has submitted its tender dated
[date of submission of tender] for the supply, installation and Assembling of
.....[name and/or description of the equipment]
(hereinafter called "the Tender") KNOW
ALL PEOPLE by these presents that WE
... of having our registered office at
..... (hereinafter called "the SUPPLIER"), are bound unto
[name of National Assembly } (hereinafter called "the National Assembly ") in
the sum of for which payment well and truly to be
made to the said National Assembly , the Supplier binds itself, its successors, and
assigns by these presents. Sealed with the Common Seal of the said Bank this ____
_____ day of _____ 20 _____.

THE CONDITIONS of this obligation are:-

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

We undertake to pay to the National Assembly up to the above amount upon receipt of its first written demand, without the National Assembly having to substantiate its demand, provided that in its demand the National Assembly will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.5 MANUFACTURER'S AUTHORIZATION FORM(under technical bid)

To [name of the National Assembly]

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

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

[signature for and on behalf of manufacturer]

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

8.6 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between [name of Procurement entity] of [country of Procurement entity] (hereinafter called "the National Assembly) of the one part and [name of tenderer] of [city and country of tenderer] (hereinafter called "the tenderer") of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

8.7 PERFORMANCE SECURITY FORM

To
[name of National Assembly]

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

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [amount of the guarantee in words and figure] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.8 SAMPLE LETTER OF NOTIFICATION OF AWARD

REPUBLIC OF KENYA



PARLIAMENT OF KENYA THE NATIONAL ASSEMBLY

REFERENCE:

DATE

M/S
P. O. Box
Nairobi

Dear

**RE: SUPPLY, DELIVERY, INSTALLATION TESTING, TRAINING, COMMISSIONING
AND MAINTENANCE OF A HANSARD PRODUCTION MANAGEMENT SYSTEM
TENDER NO.NA/09/2019-2020**

We are pleased to inform you that your bid dated for the **Supply, Delivery, Installation Testing, Training, Commissioning and Maintenance of a Hansard Production Management System** as per the specifications at a Total Cost of **Kenya Shillings** -----only is hereby accepted.

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

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

Yours faithfully,

CLERK OF THE NATIONAL ASSEMBLY

ANNEX 1: IT RISK & SECURITY –TECHNICAL SECURITY CHECKLIST

	Criteria	Vendor Comments
	Documents	
1	The vendor has agreed/ signed PSC non-disclosure Agreement with the PSC.	
2	Indicate who will provide support - internal team or vendor support with SLA in place/proposed specifying response time and penalties	
3	Is system documentation available? Comprehensive system documentation must be provided	
4	System design architecture –are detailed diagrams available?	
	Availability	
1	What is the expected uptime of the solution? Critical systems uptime should be defined by the business owner	
2	Is disaster recovery and business continuity plans built in? Critical systems require business continuity plans	
3	What kind of back up arrangements are proposed? All sensitive data must be properly backed up	
4	Describe your proposed disaster recovery plan to safeguard source code and ensure that the proposed system is recoverable in the event of a disaster at the Primary data center.	
5	Please describe any scheduled maintenance procedures	
	Integrity & Confidentiality	
1	Are passwords encrypted from generation transmission to storage? Indicate the entire path and, how authentication data is secured	
2	What are the password security features? A password must be at least 8 characters	
3	Indicate the user roles and groups that are defined by default in the system. Can these be refined? – Please give details.	
4	Does the application require the use of an administrator password to be shared among users or hard coded	
5	How are new passwords generated and secured?	
6	What ports and protocols are used and what are the security features?	
7	Are security reports available? –changes to roles/profiles, database access	
8	What Cryptography (Encryption) mechanisms are implemented?	
9	Does system support Intrusion detection functionality?	
	Operations	

	Criteria	Vendor Comments
1	What is the OS, database and applications to be used? Name and version	
2	What programming language(s) was used to develop the system?	
3	Does back-end software operate as a service?	
4	Patching and updates procedures –what is the frequency of releases? When is the next release? Is down time required?	
5	Describe the file purging/archiving methodology used by the proposed system.	
6	Describe the length of time a software version is Supported	
7	Is security and technical training included?	
8	What are the environment requirements? – control air-borne contaminants (Space requirements, humidity & temperature control, electrical power supply requirements)	
	Database	
1	What databases do you support? Commercial or open source?	
2	Does your application support a clustered database environment? Clustering is important for mission critical.	
3	Will the database be accessible for use by other applications directly? If yes, what are the security controls in place?	
4	Does your application depend on specified schema-owner or user names/passwords to the database? Does the schema owner need DBA access for the application to function?	
5	What system database functions require DBA access to be performed?	
6	Does the application require a specific OS for the database server?	
7	Describe any communication protocol your system uses to connect to the database. Do the connections stay connected at all times, or are they transaction based	
	Network and Interface Issues	
1	Can the system be integrated with other systems?	
2	What communication protocols are supported by the proposed solution?	
3	What speed (Bandwidth) of network lines is required for proposed system to function on a Wide Area Network? Describe the requirements of system cabling for communication to the server and to the existing Network	

ANNEX 2: SYSTEM IMPLEMENTATION & TECHNICAL SUPPORT ENQUIRY

	Enquiry	Vendor Comment
1	Describe and attach your implementation plan Robustness of Implementation Plan (level of detail, risk mitigation, practicality)	
2	Describe the experience and qualifications of your installation team.	
3	What kind of client communication and implementation planning is done prior to the installation?	
4	Describe the training provided. Include a training outline.	
5	What are the methods for contacting technical support?	
6	What are your hours of operation for technical support?	
8	Describe the qualifications of your technical support staff.	
9	Describe the organization and structure of your technical support services.	
10	What percentage of your total employees is responsible for direct client support?	
11	Self-Help web interface; Auto-mated self-help functionality –allows users to seek and obtain assistance that will allow them to resolve their own problems. Ideally 24-7 web interface	
12	Are software upgrades provided as part of the software support contract?	
13	Describe your software upgrade process.	
14	How often are new versions released?	
15	How are customer requests for enhancements and customizations handled?	
16	Describe the qualifications of your product development department.	
17	What percentage of your total employees is responsible for product development?	
18	Do you have formal users'	

ANNEX 3:

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

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ **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 authorised representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____