



PUBLIC SERVICE COMMISSION

TENDER NO PSC/04/2016 - 2017

**CHANGE MANAGEMENT CONSULTANCY FOR THE ERP SYSTEM
PROJECT IMPLEMENTATION**

FY 2016/2017

CLOSING DATE

**25TH OCTOBER, 2016 AT
11.00 A.M.**

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**REPUBLIC OF KENYA
PUBLIC SERVICE COMMISSION
INVITATION TO TENDER**

**SUPPLY. DELIVERY. INSTALLATION AND COMMISSIONING OF ENTERPRISE STORAGE SOLUTION FOR
THE FY 2015/2016**

PUBLIC SERVICE COMMISSION invites sealed tenders for the **CHANGE MANAGEMENT CONSULTANCY FOR THE ERP SYSTEM PROJECT IMPLEMENTATION** Interested eligible bidders may obtain further information and inspect the tender documents at PUBLIC SERVICE COMMISSION, Procurement Office on Ground floor during normal office working hours (8.00am-1.00pm, 2.00pm - 5.00pm). The Tender Documents may also be downloaded from: www.publicservice.go.ke

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

Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at Ground floor or be addressed to:

**The Secretary/Chief Executive,
PUBLIC SERVICE COMMISSION,
P.O Box Nairobi**

So as to be received on or before 25th October 2016, at 11.00 am

Tenders will be opened immediately thereafter in the presence of the bidders or their representatives who choose to attend at the Commission's Boardroom.

PUBLIC SERVICE COMMISSION reserves the right to accept or reject any or all tenders.

**HEAD, SUPPLY CHAIN
MANAGEMENT. FOR:
SECRETARY/CEO PUBLIC SERVICE
COMMISSION**

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1 This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 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 Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Price schedules
 - vi) Technical Requirement
 - vii) Form of tender
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Principal's or manufacturers authorization form
- 2.3.2. 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.

2.4 Clarification of Documents

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

2.4.2 The procuring entity 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

2.5 Amendment of documents

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

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

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

2.6 Language of tender

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

(b)

Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(d) Confidential business questionnaire

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

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

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers.

2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 2.1 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.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Validity of Tenders

2.12.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.12.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.13 Format and Signing of Tender

2.13.1 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.

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

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

2.14 Sealing and Marking of Tenders

2.14.1 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. The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the invitation to tender
- (b) bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE 30th OCTOBER 2015 at 11:00 am.

2.14.3 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". —

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

2.15 Deadline for Submission of Tenders

2.15.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than 25th October 2016, at 11:00 am

2.15.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

2.16 Modification and withdrawal of tenders

2.16.1 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 tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

2.16.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and

- dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.16.3 No tender may be modified after the deadline for submission of tenders.
 - 2.16.4 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.
 - 2.16.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
 - 2.16.6 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.

2.17 Opening of Tenders

- 2.17.1 The Procuring entity will open all tenders in the presence of tenderer's representatives who choose to attend on 25th October 2016 at 11:00 am and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.17.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.17.3 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.18 Clarification of tenders

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

2.19 Preliminary Examination and Responsiveness

- 2.19.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.19.2 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 quantity, 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. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.19.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.19.4 Prior to the detailed evaluation, pursuant to paragraph 21, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of

these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.20 Conversion to a single currency

2.20.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.21 Evaluation and comparison of tenders.

2.21.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.19

2.21.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

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

2.21.4 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.

2.22. Contacting the procuring entity

2.22.1 Subject to paragraph 2.21.6, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.22.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.23 Award of Contract

a) Post qualification

2.23.1 In the absence of pre-qualification, the Procuring entity 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.

2.23.2 The determination will take into account the tenderer's financial and technical 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 Procuring entity deems necessary and appropriate.

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

b) Award Criteria

2.23.4 Subject to paragraph 2.24.3 the Procuring entity will award the contract to the successful tenderer 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.

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

2.23.6 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.

2.24 Procuring entity's Right to Vary quantities

2.24.1 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of services originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

2.25 Procuring entity's Right to accept or Reject any or All Tenders

2.25.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action.

2.26 Notification of award

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

2.26.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.27 Signing of Contract

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

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

2.27.3 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.

2.28 Corrupt or Fraudulent Practices

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he

- has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
2.1.1	Particulars of eligible tenderers: Selected firms
2.4.1	<p>The address for clarification of Tender documents is Attention:</p> <p>The Head Supply Chain Management, PUBLIC SERVICE COMMISSION Nairobi, Kenya</p>
2.6.1	The Language of all correspondence and documents related to the Tender is: English
2.9	The prices shall be FIXED
	Alternative Tenders to the requirements of the Tender documents will Not be permitted
2.10	Prices shall be quoted in Kenya Shillings
2.11.1	<p>This shall be a two envelope bid marked;</p> <ul style="list-style-type: none"> • Technical Proposal • Financial Proposal
2.12	The Tender validity period shall be 120 days.
2.13	<p>The number of copies of the Tender to be completed and returned shall be: One (1) original and three (3) copies.</p> <p>Technical Proposals shall be sealed in separate envelopes and clearly marked “Technical Proposal”.</p> <p>The financial proposals should be sealed separately and clearly marked “Financial Proposal”</p> <p>All the proposals should be in one envelope clearly marked the Tender Number without any indication of the name of the bidder.</p> <ul style="list-style-type: none"> • Technical proposal - original and 3 copies • Financial proposal - original and two copy - financial proposal shall include: <ul style="list-style-type: none"> ■ Price schedule, and ■ Form of tender. <p>N/B: Bidders who indicate their financial proposals in the technical proposals shall be treated as non-responsive.</p>
2.17	Tender shall be submitted to

	<p>The Head Supply Chain Management, PUBLIC SERVICE COMMISSION PO Box Nairobi, Kenya</p> <p>The deadline for bid submission is: Date:25TH October, 2016 Time: <i>11.00am local time</i></p>
2.17.1	<p>The Tender opening shall take place at: PUBLIC SERVICE COMMISSION Date:25th October, 2015 Time: <i>11.00am local time.</i></p> <p>Only the technical Proposals</p>

Clause 2.20 - 2.22 EVALUATION CRITERIA

The received tenders will be evaluated in four stages as detailed below:

- 1 Stage 1: Compliance with Mandatory Requirements;
- 2 Stage 2: Compliance with Technical requirements as given in section VI
- 3 Stage 3: Technical Evaluation (Capacity to Deliver the Service)
- 4 Stage 4: The Financial Evaluation

A. Mandatory Requirements (MR)

The following mandatory requirements must be met notwithstanding other requirements in the documents:

No	Requirements	Tenderer's Response
MR 1	Provide documentary evidence of the company's Certificate of Incorporation (Legal structure)	
MR 2	Provide copy of the company's current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA)	
MR 3	Submit a completed company's profile using the Confidential Business Questionnaire provided in this tender document.	
MR 4	Provide copies of audited accounts for the company for the last three accounting years.	

B. Compliance with Technical requirement:

Tenderers meeting all the mandatory requirements above shall have their bids checked against compliance with technical requirements indicated in Section VI of this Tender document.

Only vendors who are fully compliant with the technical requirements in Section VI and the Mandatory Requirements above will be subjected to technical evaluation (capacity to deliver the service) criteria as detailed in the table below;

C. Technical Evaluation (Capacity to Deliver the Service)

FINANCIAL EVALUATION (PRICE)

Tenderers should note that only tenders that score 80% and above on the Technical Evaluation (Capacity to Deliver the Service) will qualify to have their financial bids evaluated. Those scoring below 80% will not be evaluated further and will be disqualified.

LOWEST EVALUATED TENDER (LET)

The Lowest Evaluated Tender (LET) that will be recommended for the award of the contract will be the tender found to be the most competitive tender that meets the Technical requirements and Financial (Price) Evaluation Criteria.

S/No	Name of Tenderers listed from the lowest to the highest tender price	Rank
1		
2		
3		
4		
5		

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Standards

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

3.4 Inspections and Tests

- 3.4.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.4.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.4.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.4.4 Nothing in paragraph 3.4 shall in any way release the tenderer from any warranty or other obligations **under this Contract.**

3.5 Payment

- 3.5.1 The method and conditions of payment to be made to the tenderer under this Contract shall

be specified in SCC

3.6 Prices

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

3.7 Assignment

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

3.8 Termination for Default

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

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

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

3.9 Termination of insolvency

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

3.10 Termination for convenience

3.10.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.10.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.11 Resolution of disputes

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.12 Governing Language

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

3.13 Force Majeure

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

3.14 Applicable Law.

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

3.15 Notices

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

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.6	Specify price adjustments allowed. None
3.11	Specify resolution of disputes: Arbitration
3.14	Specify applicable law. Laws of Kenya
3.15	Notices shall be addressed and delivered to: The Secretary/Chief Executive, PUBLIC SERVICE COMMISSION, P.O Box 300095-00100, Nairobi

SECTION V - SCHEDULE OF REQUIREMENTS AND PRICE SCHEDULE

5.0 Price Schedule

The bidder must itemize all charges for individually identifiable components of the proposed supply, delivery, installation and commissioning of enterprise storage solution including all associated installations, cabling and components required for the project. The proposal shall detail the following price schedules:

- i) The price schedule shall be complete and include all components necessary to achieve optimal solution. A bill of quantities shall include all necessary items. This shall be a fixed sum contract.
- ii) The Tenderer is required to quote the unit price (itemize) along with the total price of each item.

SECTION VI - TECHNICAL SPECIFICATIONS

- i. **Facilitate workshops with business representatives to validate the documented system** requirements before ERP rollout
- ii. Provide guidance on developing an appropriate implementation approach and rollout criteria
- iii. Review of draft contracts and participate in contract negotiations
- iv. Technical project management over the implementation of the selected solutions. This will include progress reporting, risk management, issue management, resource management, quality management and proactive management of benefits identified for each of the initiatives. It will also include of technical guidance to the PSC project teams that will be executing the project including:
- v. Providing guidance on the setup of the data migration work stream responsible for managing data migration from existing systems to the new systems. This will also include guidance on development and execution of appropriate data migration strategies.
- vi. Management of the acceptance process for all project outputs to ensure that all project deliverables are subjected to a systematic user acceptance process that maps the outputs to the original requirements.
- vii. Provide guidance and support over set up of the change management work stream.

The Consultant will provide guidance to the change management team which will be responsible for:

- i. analysis of the scope of each initiative to understand the scale of change and to identify stakeholders impacted by the change;
- ii. developing a change vision for the project describing why the initiative is being undertaken and what the desired future business outcomes and benefits will be;
- iii. Change readiness and impact assessment. This will include identification of the impact of the project on different stakeholders and nature of change required such as process, job role or policy change;
- iv. development of a change management strategy and plan which will include a communications plan based on the outcome of the stakeholder, change readiness and impact assessment;
- v. management of the training work stream to ensure:
 - a. appropriate trainings plans, curricular and material are developed;
 - b. training is customized to suit the needs of each group; and
 - c. An effective approach for training is followed including follow up evaluation.
- viii. Provide guidance over the execution of the change management strategy and communications plan.

6.4.18 Documentation

- i) Documentation shall be provided within three weeks after the completion of the project.
- ii) The binders shall be marked and labeled appropriately.
- iii) The project name and date of completion shall be indicated clearly.

SECTION VI - STANDARD FORMS

FORM OF TENDER

To:	<i>[Name and address of the PE]</i>
Date:	<i>[insert date (as day, month and year)]</i>
Tender No.:	<i>[insert number of Tendering process]</i>
Item Description:	<i>[insert description of Items]</i>

Sir/Madam,

Having examined the Tender documents including Addenda Nos. *[insert addenda numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of Goods and services]* 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.

We undertake, if our Tender is accepted, to deliver the Goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Tender is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Tender documents.

We agree to abide by this Tender for the Tender validity period specified in Clause 2.13.1 of the ITT, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this Tendering process.

Our firm, its affiliates or subsidiaries - including any subcontractors or suppliers for any part of the contract - has not been declared ineligible by the Government of Kenya under Kenyan laws.

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Tender you may receive. We certify/confirm that we comply with the eligibility requirements as per ITT Clause 2.1.1 of the Tender documents

Dated this _____ day of _____ 20 ____ .
(Name)

[signature] *[in the capacity of]*
Duly authorized to sign Tender for and on behalf of _____

CONTRACT FORM

THIS AGREEMENT made the ____ day of _____ 20____ between[name of procurement entity] of[country of Procurement entity] (hereinafter called "the Procuring entity") of the one part and..... [name of tenderer] of..... [city and country of tenderer] (hereinafter called "the tenderer") of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares.

Viz [Brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of [Contract price in words and figures]

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 Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring entity's Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

<i>Part I- General :</i>	
Business Name	
Location of business premises	
Plot No	Street/Road.....
Postal Address	Tel. No
Nature of business.....	
Current Trade License No	Expiring date
Maximum value of business which you can handle at any one time :	
K£	
Name of your bankers	Branch.....

Part 2 (a) - Sole Proprietors

Your name in full Age.
 NationalityCountry of origin.....
 *Citizenship details.....

Part 2 (b) Partnership

Given details of partners as follows:

<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
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Part 2 (c) - Registered Company:

Private or Public.....

State the nominal and issued capital of company-

Nominal K£.....

Issued K£

Given details of all directors as follows:-

	<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1.	1.....			
2.			
3.			
4.			
5.			

Date..... Signature of Candidate.

*if 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