



## OPEN TENDER

### REQUEST FOR PROPOSAL FOR DEVELOPMENT OF ICT STRATEGY POLICY

**TENDER NO. KenGenSRBS/T006/2021**

**CLOSING DATE: 20<sup>TH</sup> APRIL 2021 AT 10:30 A.M.**

The Trust Secretary,  
KenGen Staff Retirement Benefits Scheme,  
P.O BOX 47936 – 000100,  
KenGen Pension Plaza 2, 11<sup>th</sup> Floor,  
Kolobot Road, Parklands.  
Nairobi.  
Tel No: 0711036286  
/0711036932.

March 2021.

ALL CANDIDATES ARE ADVISED TO READ CAREFULLY THIS TENDER DOCUMENT IN ITS  
ENTIRETY BEFORE MAKING ANY BID.

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## SECTION I - INVITATION TO TENDER

DATE. 30<sup>th</sup> March 2021.

**RE: RFP FOR DEVELOPMENT OF ICT STRATEGY FORMULATION,  
TENDER NUMBER: KENGENSRRBS/006/2021**

- 1.1. The KenGen PLC pension Schemes invite interested eligible bidders to submit their bids for above services for both the DB Scheme and DC Scheme. ***The appointed Firm shall offer service to both Schemes (DB & DC Schemes).***

A complete set of tender documents may be downloaded by interested candidates free of charge from [www.kengensrbs.co.ke](http://www.kengensrbs.co.ke) or *public tenders portal* and those who have downloaded the document from the website must forward their particulars immediately for recording and any further clarifications and addenda to [tenders@kengensrbs.co.ke](mailto:tenders@kengensrbs.co.ke).

- 1.1 Tendering will be conducted through the Bidding procedures specified in the Public Procurement and Asset Disposal Act, 2015, the Public Procurement and Disposal Regulations, 2020.

- 1.2 Interested firms may obtain further information on the tender document from.  
Pension Secretariat Office,  
KenGen Pension Plaza 2, 11<sup>th</sup> Floor, Kolobot Road,  
P.O Box 47936 - 00100  
Nairobi, Kenya.  
TEL NO: 254-20-0711036286  
EMAIL: [tenders@kengensrbs.co.ke](mailto:tenders@kengensrbs.co.ke)

- 1.3 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the **Tender box** provided on **Eleventh (11<sup>th</sup>) Floor of KenGen Pension Plaza 2**, addressed to: -

**CEO & Trust Secretary  
KenGen DB & DC Schemes,  
P.O BOX 47936 – 000100,  
Kolobot Road, Nairobi, Kenya.**

so as to be received on or before **Tuesday 20<sup>th</sup> April 2021 at 10.30 am.**

- 1.4 Tenders will be opened promptly thereafter.

- 1.5 All tenderers whose applications will have been received before the closing date and time will be advised of the results of their applications.

- 1.6 Prices quoted should be inclusive of all taxes and delivery costs to the required site (where applicable) and must be in Kenya Shillings and shall remain valid for One Hundred and Twenty (120) days from the closing date of the tender.

## II: ~ INFORMATION TO CONSULTANTS (ITC)

### 2.1 Introduction

- 2.1.1 The Scheme will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the Scheme in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, for consulting services required for the assignment.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Scheme regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable.
- 2.1.4 The Scheme will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports – Not applicable.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The Scheme employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall be Kshs.1,000/= when obtain from the office and free of charge when downloaded.
- 2.1.8 The Scheme shall allow the tenderer to review the tender document free of charge before purchase.

### 2.2 Clarification and Amendment of RFP Documents

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent via electronic mail to the Scheme address [tenders@kenegensrbs.co.ke](mailto:tenders@kenegensrbs.co.ke) The Scheme will respond by electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, to all

invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

## **2.3 Preparation of Technical Proposal**

**2.3.1** The Consultants proposal shall be written in English language

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

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

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.

- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

**2.3.5** The Technical Proposal shall not include any financial information.

## **2.4 Preparation of Financial Proposal**

- 2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms ( Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.
- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "A" specifies otherwise.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- 2.4.5 The Proposal must remain valid for **120 days after the submission date**. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Scheme will make his best effort to complete negotiations within this period. If the Scheme wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

## 2.5 Submission, Receipt, and Opening of Proposals

- 2.5.1 The original proposal (Technical Proposal and, Financial Proposal) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorised to sign the proposals.
- 2.5.2 For each proposal, the consultants shall prepare **Two copies** (One original and a copy) Each Technical Proposal and Financial Proposal shall be marked **“ORIGINAL”** or **“COPY”** as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3 The original and all copies of the Technical Proposal and Financial shall be placed in a sealed envelope clearly marked **“TECHNICAL PROPOSAL,”** and the original and all copies of the Financial Proposal in a sealed envelope clearly marked **“FINANCIAL PROPOSAL”** and warning: **“DO NOT OPEN WITH THE TECHNICAL PROPOSAL”**. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address” and be clearly marked, **“DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.”**
- 2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address **on or before 20<sup>th</sup> April 2021 at 10.30 am.** Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the Scheme up to the time for public opening of financial proposals.

## 2.6 Proposal Evaluation General

- 2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix “ITC”. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant’s proposal.
- 2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

## 2.7 Evaluation of Technical Proposal

- 2.7.1 The evaluation committee appointed by the Scheme shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows

The tenders submitted will be evaluated in three (3) stages; Mandatory, Technical and Financial. The evaluation criteria will be based on the following weights: -

a. Mandatory Evaluation – Pass/Fail



- b. Technical Capacity Evaluation – Out of 100% with a pass mark of 75%  
 c. Financial Evaluation – Least Cost Selection

**(a) Mandatory Evaluation** – (a firm Must meet all the requirements Under this stage to proceed to the next stage)

No.	Description of Criteria	Pass	Fail
1.	2 copies (original and copy) Financials proposal enclosed in a separate envelope. <b>The bid document MUST be bound, with pages clearly numbered / serialized.</b>		
2.	Copy of Registration of Business/Certificate of Incorporation		
3.	Copy of CR 12 not older than three months from tender closing date.		
4.	Duly filled, signed, and stamped Confidential Business Questionnaire (form 6.2).		
5.	Anti - corruption declaration (form 6.3).		
6.	Non – debarment declaration (form 6.4).		
7.	Submit current and Valid Tax Compliance Certificate. (valid at least up to the tender opening date)		
8.	Bid bond of Kshs. 35,000.00 and must remain valid 90 days after tender opening		
9.	Must provide evidence of a valid professional indemnity of a minimum of Kshs. 10 Million – Must be from a local insurance firm and certified by the underwriter.		
10.	Provide audited books of accounts for 2018 – 19 or 2019 – 2020 and Must be duly signed by the auditor.		

**(b) Technical Evaluation**

	Description of Criteria	Max. Score
1.	<p><b>Company Profile</b>            Clearly documenting, area of trade, experience (year founded) management team and organizational structure, Location and certifications i.ee. ISO ISMS or related, Suitability of Service Provider and Experience of the firm;</p> <p>i. 3 - 7 years – <b>8 marks</b></p> <p>ii. 8 years and above – <b>15 marks</b></p>	<b>15</b>
2.	<p><b>Managerial and Key Personnel Competency (Provide certified CV and Copies of academic and professional certificates)</b>            General Qualification of the:</p> <p>i. Team Leader - Degree and Professional Qualification in ICT Related and valid professional membership (8 marks)</p> <p>ii. Two Senior Consultants - Degree and Professional ICT Qualification and Professional Membership ( 3.5 marks each)</p>	<b>15</b>

3.	<b>Professional Experience in the area of specialization</b> i. Team Leader –7 years and above in strategy formulation and development, understanding of various ICT standards and the Laws that relates to data protection and cyber security ( <b>MUST</b> provide At least two reference letters confirming the same for accomplished assignments) (8 marks)  ii. Two Senior Consultants - 3 years and above in strategy development and ICT related. (each 3.5 marks each)	15
4.	<b>Proof of handling similar assignment</b> Five reference letters for current or past assignments for strategy formulation / development, <b>TWO Must be in ICT Strategy formulation</b> (Reference Must be clients Letter Head) (each 5 marks)	25
5.	<b>Methodology.</b> Adequacy of the proposed methodology in responding to the Terms of Reference, Value addition.	30
	<b>Total Score</b>	100

Proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated.

## 2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation , the Scheme shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Scheme shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The notification Shall be sent by electronic mail.

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

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

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

- 2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formula is indicated in the Appendix “ITC”, be as follows:-  
$$Sf = 100 \times \frac{Fm}{F}$$
 where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + p = 1) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:-  $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## 2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.
- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. 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.

2.9.5 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.

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

## **2.10 Award of Contract**

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

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

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

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

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

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

## **2.11 Confidentiality**

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

## **2.12 Corrupt or fraudulent practices**

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

- 2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## Appendix to information to consultants

The following information for procurement of consultancy services and selection of consultants shall complement or amend the provisions of the information to consultants, wherever there is a conflict between the provisions of the information and to consultants and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to consultants.

### Clause Reference

2.1.1 The method of selection is: **Least Cost Selection**

2.1.2 Technical and Financial Proposals are requested: **Yes (Should be enclosed separately)**

2.5.2 Consultants must submit an original and copy **(two)** of bid document.

2.5.3 The proposal submission address is:

**The Trust Secretary,  
KenGen Staff Retirement Benefits Scheme,  
P.O BOX 47936 – 000100,  
KenGen Pension Plaza 2, 11<sup>th</sup> Floor,  
Kolobot Road, Parklands.  
Nairobi.**

2.5.4 Proposals must be submitted no later than the following date and time: **Monday 20<sup>th</sup> April 2021 at 10.30 am.**

## **SECTION III: ~ TECHNICAL PROPOSAL**

### **Notes on the preparation of the Technical Proposals**

- 3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultant's own risk and may result in rejection of the consultant's proposal.
- 3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

**SECTION III ~ TECHNICAL PROPOSAL**

1. Technical proposal submission form
2. Firms' references
3. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity
4. Description of the methodology and work plan for performing the assignment
5. Team composition and Task assignments
6. Format of curriculum vitae (CV) for proposed Professional staff
7. Time schedule for professional personnel
8. Activity (work schedule)



1. TECHNICAL PROPOSAL SUBMISSION FORM

\_\_\_\_\_ *Date*

To: \_\_\_\_\_ *[Name and address of Client]*

Ladies/Gentlemen:

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

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

We remain,

Yours sincerely,

\_\_\_\_\_ *[Authorized Signature]:*

\_\_\_\_\_ *[Name and Title of Signatory]*

:

\_\_\_\_\_ *[Name of Firm]*

:

\_\_\_\_\_ *[Address:]*

## 2. FIRM'S REFERENCES

### Relevant Services Carried Out That Best Illustrate Qualifications

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

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

Firm's Name: \_\_\_\_\_

Name and title of signatory; \_\_\_\_\_

*(May be amended as necessary)*

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

---

On the Terms of Reference:

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

On the data, services and facilities to be provided by the Client:

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

#### 4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

---

## 5. TEAM COMPOSITION AND TASK ASSIGNMENTS

### 1. Technical/Managerial Staff

Name	Position	Task

### 2. Support Staff

Name	Position	Task

## 6. 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: \_\_\_\_\_

**7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

Months (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	Months (in the Form of a Bar Chart)												Number of months	
			1	2	3	4	5	6	7	8	9	10	11	12		

Reports Due: \_\_\_\_\_

Activities Duration: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Authorized representative)

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_



## 8. ACTIVITY (WORK) SCHEDULE

### (a). Field Investigation and Study Items

*[1<sup>st</sup>, 2<sup>nd</sup>, etc, are months from the start of assignment)*

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

### (b). Completion and Submission of Reports

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

## SECTION IV: ~ FINANCIAL PROPOSAL

### Notes on preparation of Financial Proposal

- 4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.
- 4.2 The financial proposal shall be in Kenya Shillings and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part

**SECTION IV ~ FINANCIAL PROPOSAL STANDARD FORMS**

1. Financial proposal submission Form
2. Breakdown of price/per activity
3. Breakdown of remuneration per activity

1. FINANCIAL PROPOSAL SUBMISSION FORM

\_\_\_\_\_ [ Date]

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*[Name and address of Client]*

Ladies/Gentlemen:

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

We remain,

Yours sincerely,

\_\_\_\_\_ *[Authorized Signature]*

:  
\_\_\_\_\_ *[Name and Title of Signatory]:*

\_\_\_\_\_ *[Name of Firm]*

\_\_\_\_\_ *[Address]*

## 2. BREAKDOWN OF PRICE PER ACTIVITY

No.	Price component	Amount(s)
i.	Cost of the assignment	
iii.	Any Other charges	
iv.	Taxes	
	<b>Total</b>	

### 3. MISCELLANEOUS EXPENSES

Activity No. \_\_\_\_\_ Activity Name: \_\_\_\_\_

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

## **SECTION V: ~ TERMS OF REFERENCE**

5.1 Terms of Reference are the initial statement to the consultant of the services to be performed and should therefore be clear and precise and should contain the following sections:

- (a) Background,
- (b) Objectives of the assignment,
- (c) Scope of the Services,
- (d) Reports and Time Schedule,
- (g) Terms of Payment.

## **5.0 Terms of Reference**

### **5.1 Background**

#### **5.1.1 KenGen Staff Retirements Benefits Scheme Operations**

KenGen Staff Retirement Scheme ('the Scheme') is a scheme that is in charge of developing and safeguarding retirement benefits by providing sufficient sustainable benefits and pension to members through prudent investing in member's contributions and scheme assets. It is established by the Kenya Electricity Generating Company Limited ('the Employer') to provide retirement benefits to eligible employees.

The Scheme is registered and approved under the Retirement Benefits Act and by the Kenya Revenue Authority as an exempt approved Scheme under the Income Tax Act. The two schemes are separate entities .- the Defined Benefits (DB) Scheme and the Defined Contributions (DC) Scheme. There are different classes of members that is: Active Members, Deferred Members, Dormant Members and Pensioners (for DB Scheme only)

The responsibility for managing the Scheme rests with the Board of Trustees ('the Scheme Trustees'). In carrying out their duties, they take advice from appointed professional advisors. The Scheme Trustees have the legal responsibility of protecting the interest of the members as well as other stakeholders and to ensure that the Scheme operates in accordance with the law and the Trust Deed and Rules.

#### **5.1.2 The Defined Benefits (DB) Scheme**

The DB Scheme was established under an irrevocable Trust Deed and Rules and commenced operations on 1<sup>st</sup> January 2000. The objective of the DB Scheme is the provision of retirement benefits to the employees of the Employer and other participating employers upon their retirement or earlier withdrawal and to the dependents of deceased members as provided in the Trust Deed of the Scheme.

#### **5.1.3 The Defined Contributions (DC) Scheme**

The DC Scheme was established with effect from 1<sup>st</sup> January 2012 after the National Treasury issued a circular notifying all Schemes to close the DB Scheme with effect from 31<sup>st</sup> December 2011 to new entrants, migrating members below the age of 45 years to the DC Scheme. The members who were 45 years and above were given the option to either remain in the DB Scheme or move to the DC Scheme. It is governed by its Trust Deed and Rules. The objective of the Scheme is the provision of retirement benefits to employees of the Employer and the participating employers upon their retirement or earlier withdrawal and to the dependents of deceased members as provided in the Trust Deed of the Scheme.

### **5.2 Objective of the assignment**

The Scheme has a corporate 10 Year strategic plan for the year 2019-2028 and one of the key drivers for the strategy is Information and Communication Technology (ICT). The development of an ICT Strategy is thus key as it will develop frameworks that will ensure that the ICT department continuously develop, implements, accesses, reviews and continuously improves on IT solutions, policies and procures that will complement the corporate strategy and assist in its realization as per best ICT practice and standards.

### **5.3 Justification**

The ICT strategy will ensure that the Scheme adheres to the various laws/acts related to ICT i.e. Kenya Information and Communication Act, Data Protection Act, Computer Misuse and Cyber Crimes Act among other laws related to ICT.



The ICT strategy will also assist in the overall realization of the Scheme's corporate strategy by facilitating efficient and effective application of ICT within both Scheme enhancing cost management and service delivery via best ICT practices and standards.

#### **5.4 Scope of Service**

The Schemes expectations from the consultant for this assignment are to:

- a. Carry out an initial strategic analysis of the Scheme with an in-depth review of the internal and external business environment of the ICT function.
- b. Review and assess the current corporate strategy and identify how ICT should drive its implementation.
- c. Review and document the business processes for each department and clearly identifying all business requirements and the role of ICT in enhancing the effectiveness and efficiency of the processes.
- d. Undertake benchmarking of best practice in terms of innovations, cyber security, digital strategy, emerging technologies, regulations and market trends in terms of ICT strategy.
- e. Jointly with KenGen SRBS and other stakeholders, develop a ICT strategy that includes ICT Goals and Objectives, ICT governance framework, ICT Targets, Operational Efficiency and all short-term, and long-term activities required to implement the 10 Year corporate strategic plan for the year 2019-2028.
- f. Jointly with KenGen SRBS, develop an indicative and comprehensive budget that will guide in the resource allocation for the strategy for the next financial year to be presented for approval.
- g. Develop a design and architecture of the roadmap together with the monitoring and evaluation mechanisms to aid in the implementation of the ICT Strategy.
- h. Identify the ideal skills sets required for an effective discharge of the ICT functions including identification of shortfall and mechanisms for bridging the same.
- i. Identify and document all risks that may arise during the implementation of the ICT strategy and opportunities that can be bearded from them.
- j. Regular reporting as agreed by both parties to allow KenGen SRBS to monitor and evaluate the progress of the consultant.
- k. Advice on any other incidental matters to the above responsibilities.
- l. Review the ICT Policy and come up with comprehensive recommendations that will capture the proposed strategy accordingly.

#### **5.5 Outputs**

- a. Inception Report and Initial Work Plan
- b. Internal and External Strategic Environment Report
- c. Key Stakeholders Workshop to develop and implement the Strategy
- d. Benchmarking Report

- e. ICT Strategy and implementation Plan
- f. Skills, Human Resource Requirements and Training Report for ICT Strategy
- g. Risks and Opportunity from the ICT strategy report
- h. Comprehensive Report to the Board of Trustees on the ICT Strategy
- i. End of Consultancy Report.
- j. A reviewed ICT policy which will basically ensure that the policy is in line with the acts and regulations in Kenya related to ICT.

#### **5.6 Reporting arrangements**

The Consultants will report to the CEO & TRUST SECRETARY of Scheme as the Client and principal contact for the consultancy, and from whom all necessary approvals will be obtained.

The Lead Consultant shall, in close consultation with client, arrange consultative meetings with all evaluation participants at regular intervals or whenever there is need.

#### **5.7 Quality assurance reviews of the work**

Quality Assurance of the assignment will be provided in form of regularly reporting as agreed by the parties to the Board of Trustees and adherence to schedules and timeframes.

#### **5.8 Monitoring progress of assignment**

The Scheme shall monitor and evaluate the progress of the Consultancy through the reports on the deliverables on a regular basis by the CEO & TRUST SECRETARY as agreed upon by the parties.

#### **5.9 Pricing**

- i. A detailed cost breakdown structure must be included.
- ii. All pricings must be shown inclusive of any applicable taxes; and
- iii. All pricings must be completed on the standard template as prescribed in the tender document.

#### **5.10 Terms of Payment**

Payment to the Consultant will be as follows:

- i 20% upon submission of the inception report
- ii 50% upon submission of the Draft ICT strategy
- iii 30% upon submission of final ICT Strategy

#### **5.11 Essential duties and responsibilities of scheme**

Scheme shall furnish the Consultant with design brief/wish list for the project. In addition, the Scheme shall:

- i. be responsible for; liaison between the Consultant and monitoring of the consultancy service.
- ii. review reports/documents submitted by the consultant and give feedback to the consultant accordingly as provided for in the TORs; and
- iii. provide the consultants with any other relevant assistance that may be required during the execution of the contract

#### **5.12 Duration of the assignment**

The assignment will start from 1<sup>st</sup> May 2021 for a period not exceeding four months and the contract shall be one off.

### **5.13 Ethical code and professionalism**

The Consultant shall carry out the above assignment in accordance with the highest standard of ethical competence, integrity and professionalism, having due regard to the nature and purpose of the assignment. The Consultant will at all times and for all purposes, regard as strictly confidential all knowledge and information not within the public domain which may be acquired in the course of carrying out this assignment and the information shall not be directly or indirectly disclosed to any person whatsoever, except with the written permission of the Client.

The Consultants will waive all copyrights of documents, data and information prepared as part of this assignment in favor of the Scheme.

**Section vi. Standard Documents**

6.1 Letter of notification of award

6.2 Confidential business questionnaire

6.3 Anti-corruption declaration form

6.4 Non debarment declaration form

6.5 Review form

**6.1 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

## 6.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1; either Part 2(a), 2(b) or 2 (c) whichever applies to your type of business; and Part 3. *You are advised that it is a serious offence to give false information on this form.*

<b>Part 1 – General</b>	
1.1	Business Name .....
1.2	Location of Business Premises. .....
1.3	Plot No..... Street/Road
	Postal Address ..... Tel No. .... Fax ..... E mail .....
1.4	Nature of Business.....
1.5	Registration Certificate No. .....
1.6	Maximum Value of Business which you can handle at any one time – Kshs.
1.7	Name of your Bankers .....Branch .....
<b>Part 2 (a) – Sole Proprietor</b>	
2a.1	Your Name in Full ..... Age .....
2a.2	Nationality ..... Country of Origin .....
	<input type="checkbox"/> Citizenship Details ..... .....
<b>Part 2 (b) Partnership</b>	
2b.1	Given details of Partners as follows:
2b.2	<u>Name Nationality Citizenship Details Shares</u>
	1..... ..... .....
	2..... .....

	3..... .....
	4..... .....
<b>Part 2 (c) – Registered Company</b>	
2c.1	Private or Public ..... .....
2c.2	State the Nominal and Issued Capital of Company- Nominal Kshs. ..... Issued Kshs. .....
2c.3	Given details of all Directors as follows <u>Name Nationality, Citizenship Details Shares</u>
	1..... .....
	2..... .....
	3..... .....
	4. ..... .....
	5..... .....

<b>Part 3 – Eligibility Status</b>	
3.1	Are you related to an Employee, Committee Member or Board Member of KenGen SRBS? Yes _____ No _____
3.2	If answer in „3.1“ is <b>YES</b> give the relationship. ..... ..... .....

3.3	Does an Employee, Committee Member, Board Member of KenGen SRBS sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes _____ No _____
3.4	If answer in „3.3“ above is <b>YES</b> give details.

	..... ..... ..... ..... ..... .....
3.5	Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by KenGen SRBS to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes _____ No _____
3.6	If answer in „3.5“ above is <b>YES</b> give details. ..... ..... ..... ..... .....
3.7	Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES _____ No _____
3.8	If answer in „3.7“ above is <b>YES</b> give details: ..... ..... ..... ..... .....
3.9	Have you offered or given anything of value to influence the procurement process? Yes _____ No _____
3.10	If answer in „18“ above is <b>YES</b> give details ..... ..... ..... ..... .....
3.11	Disclosure of any litigation within the last three years.? Yes ..... No .....



	If Yes. Please give details ..... ..... ..... .....
	I DECLARE that the information given on this form is correct to the best of my knowledge and belief.
	Date ..... Signature of Candidate .....

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

### 6.3 ANTI CORRUPTION DECLARATION PLEDGE

I/We (Name of the firm/Bidder) declare that I/We recognize that Public Procurement and disposal is based on a free and fair competitive tendering process which should not be open to abuse. I/We..... declare that I/We..... will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in accordance with the tender No.....for or in the subsequent performance of the contract if I/We am/are successful. Signed by ..... Chief Executive Officer or authorized representative.

**6.4 NON-DEBARMENT DECLARATION**

We (insert the name of the company/ supplier) .....declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

**Name.....Signature.....Date.....**

..... **Company**

**Company Stamp**

REPUBLIC OF KENYA  
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

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

**REQUEST FOR REVIEW**

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED .....(Applicant)

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

**FOR OFFICIAL USE ONLY**

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

SIGNED

**Board Secretary.**