**WATER SECTOR TRUST FUND**

**REQUEST FOR PROPOSALS (RFP)**

**FOR THE**

**DEVELOPMENT OF THE WATER SECTOR TRUST FUND'S INTEGRATED INFORMATION SYSTEM**

**WSTF/RFP/SIP/008/2020-2021**

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## SECTION I: LETTER OF INVITATION

TO: (*Name and Address of Consultants)* *Date* _________________

Dear Sir/Madam,

**RE: DEVELOPMENT OF THE WATER SECTOR TRUST FUND'S INTEGRATED INFORMATION SYSTEM**

1.1 The **Water Sector Trust Fund** invites proposals for the following consultancy services *(Development of the Water Sector Trust Fund's Integrated Information System).*

1.2 The request for proposals (RFP) includes the following documents:

| | | |
|---|---|---|
| Section I | - | Letter of invitation |
| Section II | - | Information to consultants<br>Appendix to Consultants information |
| Section III | - | Terms of Reference |
| Section IV | - | Technical proposals |
| Section V | - | Financial proposal |
| Section VI | - | Standard Contract Form |

1.3 Upon receipt, please inform us
(a) that you have received the letter of invitation
(b) whether or not you will submit a proposal for the assignment

Completed proposals in plain sealed envelopes clearly marked **"REQUEST FOR PROPOSAL FOR DEVELOPMENT OF THE WATER SECTOR TRUST FUND'S INTEGRATED INFORMATION SYSTEM" TENDER NO WSTF/RFP/SIP/008/2020-2021** should be addressed to:

The Chief Executive Officer
Water Sector Trust Fund
CIC Plaza, 1st Floor, Mara Rd, Upper Hill
P.O. Box 49699– 00100 GPO Nairobi
Email – info@waterfund.go.ke / Procurement@waterfund.go.ke

and placed in the Tender Box located on the **1st Floor, CIC Plaza, Mara Road** so as to be received on or before **Tuesday 23rd February, 2021 latest 10.00 AM**. Bids will be opened immediately thereafter in the presence of the bidders or their representatives who choose to attend.

Yours sincerely,

Mr. Ismail Fahmy M. Shaiye
**CHIEF EXECUTIVE OFFICER**

## SECTION II: INFORMATION TO CONSULTANTS (ITC)

### 2.0 Introduction

2.1.1 The Client named the Appendix to "ITC" will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.

2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix "ITC" for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.

2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liase with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix "ITC" to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

2.1.4 The Procuring entity 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.

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

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

2.1.7 The price to be charged for the tender document shall not exceed Kshs.5,000/=

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

**2.2 Clarification and Amendment of RFP Documents**

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

2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

**2.3 Preparation of Technical Proposal**

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

**2.3.2** In preparing the Technical Proposal, consultants are expected to examine the documents constituting this 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 60 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

## 2.5 Submission, Receipt, and Opening of Proposals

2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) 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 authorized to sign the proposals.

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

**2.5.3** The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked **"FINANCIAL PROPOSAL"** 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 other information indicated in the Appendix "ITC" 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 the time and date stated in the Appendix "ITC". Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

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

### 2.6 Proposal Evaluation General

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix "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 Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows

| S/No | Parameter Measured | Max. Points |
|---|---|---|
| ***Technical*** | | |
| **1** | **Experience of the Firm** | |
| 1.1 | At least 4 years in the management of ICT projects | 4 |

| S/No | Parameter Measured | Max. Points |
|---|---|---|
| 1.2 | At least 3 similar projects undertaken, with at least one in a government entity | 6 |
| **2** | **Consultant Firm's Project Lead Personnel Experience** | |
| 2.1 | A university degree in either ICT/ IT, software engineering, project management | 2 |
| 2.2 | A Master's Degree in project management or a comparable qualification | 2 |
| 2.3 | Professional qualification in Project Management (in good standing with the PMI)- *Evidence of certification and current standing required* | 3 |
| 2.4 | Experience of not less than 7 years and demonstrated capability to undertake the assignment based on past experience | 4 |
| 2.5 | Experience in development of management information systems, Project Management Information Systems of comparable scope and scale | 2 |
| 2.6 | Experience in development of monitoring and evaluation systems | 3 |
| 2.7 | Demonstrated experience in the water sector or a related / comparable sector | 2 |
| 2.8 | Experience in development / application of GIS systems in project management | 2 |
| **3.1** | **Technical Personnel 1: SharePoint Developer** | |
| 3.1.1 | A university degree in either ICT / IT, software engineering, project management | 2 |
| 3.1.2 | SharePoint Developer certification or equivalent | 3 |
| 3.1.3 | Minimum of 3 years' experience | 2 |
| 3.1.4 | Demonstrated experience in development of 2 or more SharePoint-based projects of comparable scope | 3 |
| **3.2** | **Technical Personnel 2: GIS Expert** | |
| 3.2.1 | A university degree in either ICT / IT, software engineering, project management | 2 |
| 3.2.2 | GIS certification or equivalent | 3 |
| 3.2.3 | Minimum of 3 years' experience | 2 |
| 3.2.4 | Demonstrated experience in development / application of 2 or more GIS systems in project management | 3 |
| **4** | **Methodology** | |
| 4.1 | Clarity and completeness of the bid | 5 |

| S/No | Parameter Measured | Max. Points |
|---|---|---|
| 4.2 | Demonstrated understanding of project objectives, this TOR document and the System Requirements Specification (SRS) | 10 |
| 4.3 | Appropriateness of the methodology to achieve project objectives | 5 |
| 4.4 | Detailed work plan | 5 |
| 4.5 | Appropriateness of the work plan to achieve assignment objectives in line with the proposed methodology | 5 |
| **5** | **System Platform** | |
| 5.1 | Proposed system based on SharePoint Online | 20 |
| **Grand Total** | | **100** |

Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix "ITC".

### 2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

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

2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. Whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any 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 formulae is indicated in the Appendix "ITC", be as follows:- $Sf = 100 \text{ X } {}^{FM}/_{F}$ 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; $T + p = \text{I}$) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:- $S = St \text{ x } T\% + Sf \text{ x } P\%$. 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**

2.10.1The 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.

2.10.2The 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**

2.11.1Information 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**

2.12.1The 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**

## 3.0 Note on the Appendix to Information to Consultants

3.1.1 The Appendix to information to consultant is intended to assist the procuring entity in providing specific information in relation to corresponding claims in the information to consultants included in Section II and the appendix has to be prepared for each specific consultancy.

3.1.2 The Procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the assignment of the consultancy and the proposals evaluation criteria that will apply to the RFP Consultancy.

3.1.3 In preparing the appendix the following aspects should be taken into consideration.

(a) The information that specifies or complements provisions of Section II to be incorporated.

(b) Amendments of Section II as necessitated by the circumstances of the specific consultancy to be also incorporated

(c) Section II should remain unchanged and any changes or amendments should be introduced through the appendix.

## 3.2 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**

3.2.1 The name of the Client is: **Water Sector Trust Fund**

3.2.2 The method of selection is: **Quality and Cost Based Selection Method**

3.2.3 Technical and Financial Proposals are requested: Yes

**Development of the Water Sector Trust Fund's Integrated Information System,** the system is to update the project implementation team on required actions and follow through on resolutions to ensure that the system is developed and completed within the stipulated timelines, and in compliance with the stipulated quality standards provided for in the SRS. The procurement is to get a Professional Software Development Firm**,**

3.2.4 (i) The estimated number of professional staff months required for the assignment is **three calendar months**

(ii) The minimum required experience of proposed professional staff is as **per the TOR**

3.2.4 Training is a specific component of this assignment:
**Systems rollout and training which will entail:** Systems deployment / rollout**,** Training of all applicable user groups: administrators, auditors, general users, etc. and User manuals and guidelines for all user groups including Admins

3.2.6 Taxes: **All the statutory deductions**
3.2.7 Consultants must submit an **original and 2 additional copies** of each proposal.
3.2.8 The proposal submission address is:

**Chief Executive Officer,**
**Water Sector Trust Fund,**
**1st Floor, CIC Plaza 1, Upper Hill, Mara Road,**
**PO Box 49699-00100, Nairobi.**

Information on the outer envelope should also include: _
**Development of the Water Sector Trust Fund's Integrated Information System**
**WSTF/RFP/SIP/008/2020-2021**

3.2.9 Proposals must be submitted no later than the following date and time: on or before **Tuesday 23rd February, 2021 at 10AM,**

3.2.10 The address to send information to the Client is:
Chief Executive Officer,
Water Sector Trust Fund,
1st Floor, CIC Plaza 1, Upper Hill, Mara Road,
PO Box 49699-00100, Nairobi.
Or Email: **info@waterfund.go.ke** **/** **Procurement@waterfund.go.ke**

3.2.11 The minimum technical score required to pass ***80 points***
3.2.12 Alternative formulae for determining the financial scores is the following:______________________________

The weights given to the Technical and Financial Proposals are:
T=__________ (0.80 to 0.90)
P=__________ (0.10 to 0.20)

3.2.13 The assignment is expected to commence in **March, 2021**

## SECTION III: TECHNICAL PROPOSAL

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

4.1 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 consultants own risk and may result in rejection of the consultant's proposal.

4.2 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.

4.3 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.

## 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 in the Last Five Years**
**That Best Illustrate Qualifications**

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

| | | |
|---|---|---|
| Assignment Name: | | Country |
| Location within Country: | | Professional Staff provided by Your Firm/Entity(profiles): |
| Name of Client: assignment. | | Clients contact person for the |
| 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: Consultants: | | No of Months of Professional Staff provided by Associated |
| 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 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | Number of months |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | | |

Reports Due: __________

Activities Duration: __________

Signature: ________________________
(Authorized representative)

Full Name: ________________________

Title: ______________________________

Address: ___________________________

## 8. ACTIVITY (WORK) SCHEDULE

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

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

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

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

| Reports | Date |
|---|---|
| 1. Inception Report | |
| 4. Interim Progress Report | |

| | |
|---|---|
| (a) First Status Report<br>(b) Second Status Report | |
| 3. Draft Report | |
| 4. Final Report | |

## SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

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 done to be clearly understood by the procuring entity.
2. The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
3. The financial proposal should be prepared using the Standard forms provided in this part

## 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. SUMMARY OF COSTS

| Costs | Currency(ies) | Amount(s) |
|---|---|---|
| Subtotal | | |
| Taxes | | |
| Total Amount of Financial Proposal | | __________________ |

## 3. BREAKDOWN OF PRICE PER ACTIVITY

| | |
|---|---|
| Activity NO.: ______________________ | Description:________________________ |
| Price Component | Amount(s) |
| Remuneration<br><br>Reimbursables<br><br>Miscellaneous Expenses<br><br>Subtotal | ______________________________ |

## 4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. ________________________________
Name:______________________

| Names Amount | Position | Input(Staff months, days or hours as appropriate.) | Remuneration Rate | |
|---|---|---|---|---|
| Regular staff<br><br>(i)<br>(ii)<br><br>Consultants<br><br>Grand Total<br>______________ | | | | |

## 5. REIMBURSABLES PER ACTIVITY

Activity No: ________________________________
Name:______________________

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

## 6. 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

### Background

Water Sector Trust Fund (WaterFund) is a State Corporation under the Ministry of Water and Sanitation and established under the Water Act, 2016, with the mandate to assist in financing the provision of water services to areas of Kenya without adequate services.

WaterFund has continued to invest in the implementation of Water, Sanitation Services and Water Resource Management activities through the following investment programmes:

**Rural Investments:** These are programmes applied towards financial support to Implementing Agents in the underserved rural areas to apply for, manage, implement and maintain their own water and sanitation facilities. The main stakeholders are the Community Based Organisations and Rural Water Services Providers in collaboration with the County Governments.

**Urban Investments:** These are programmes applied towards improvement of access to underserved Low Income Areas in Urban Areas in Kenya. The key implementing partners in this approach are the Water Service Providers in collaboration with the County Governments.

**Water Resources Investments:** These are programmes for supporting Water Resource Users Association (WRUAs), promoted by the Water Resources Management Authority, to manage their water resources within sub catchments.

**Results-Based Financing:** In this investment programme, Water Services Providers and other implementing partners obtain project loans from commercial banks against bankable proposals. WaterFund then subsidises the implementer for the loan at an agreed percentage once deliverables / milestones are attained.

### Introduction: WaterFund's Integrated Information System

As a financing institution, WaterFund is responsible to ensure that the fiduciary risks are minimised through effective operation of an efficient project management and monitoring system.

The WaterFund has planned to develop an integrated information system to further strengthen its capacity to effectively and efficiently plan and implement programmes. This will include project management, work plan tracking, monitoring and evaluation of projects as well as various office automation modules. In order to augment its capacity and ensure realisation of the proposed system within the specified timelines and quality metrics, the WaterFund plans to procure a professional software development company for the process of system development.

In the past, the WaterFund has implemented various systems to manage data for different programmes and for enhanced reporting. However, these software applications as intangible assets have depreciated in value and applicability over time and there have been changes in the WaterFund's business requirements. The WaterFund has in the past carried out corrective and adaptive maintenance in order to improve the software applications or to improve operability. This entailed adjustments of the database, application architecture, and/or source code to perform system workflows in completely new ways to enable the systems to generate the required reports.

In the last several years, some areas of improvement and new functionalities have been identified that should be integrated to embrace recent developments in ICT and implement innovative ways that can enhance service delivery.

After thorough system analysis, the teams at WaterFund have concluded that the previously developed systems for project management are not meeting business requirements and need to be replaced with an enhanced system to also factor in the contemplated efficiencies to be realised through the work plan and office automation applications.

It is thus envisioned that all previous project management systems will be replaced with a common project management information system, and hence the need for a systems integration project (SIP), culminating migration of data into, and rollout of the new system across the institution.

This Terms of Reference (ToR) aims to provide a framework for the engagement of a professional firm that will develop and install the information system to the satisfaction of the WaterFund.

**The scope of the provisions and expectations of this ToR is further elaborated in the detailed System Requirements Specification (SRS) document. It is understood that the SRS is a fundamental and core component of this ToR**.

The SRS provides a detailed description of the modules, procedures and general inputs and outputs of the ideal system that is up to date with the current institutional framework, utilising world-class technology and will be used by the WaterFund in the foreseeable future (for at least 5 years). It is anticipated that the proposed system will be easily adaptable to future business and technological changes and enhancements.

### Objectives and Scope of the Assignment

Within its statutory mandate of the WaterFund in providing conditional and unconditional grants to counties, and assisting in financing the development and management of water services in marginalised or underserved areas, the WaterFund plans to develop a Management Information System to enhance systematic programme management, monitoring evaluation and reporting, and additionally the work plan and office automation system.

The project system is expected to promote a consistent and common approach to overall project planning, implementation, monitoring and reporting across the investment programmes. This section details the objectives, purpose and scope of this consultancy.

**Objectives**

**The purpose**

The purpose of this consultancy is to procure a professional software development company for the process of system development and rollout of the integrated information system. It is expected that the firm will update the project implementation team on required actions and follow through on resolutions to ensure that the system is developed and completed within the stipulated timelines, and in compliance with the stipulated quality standards provided for in the SRS.

On inception, the firm will be expected to review the proposed SRS for compliance to required standards whilst ensuring that the objectives of the system development are fully realised.

**Specific Objectives**

**a) Review of the System Requirements Specification (SRS)**

i. Review the existing SRS as proposed by the WaterFund team highlighting potential areas for amendment based on data requirements, availability and efficiency in acquisition or any critical assumptions

**b) Systems development**

i. Modular system development and piloting (including beta testing and customisation of each module)

ii. Where applicable, support the data migration from WaterFund's legacy project systems

**c) User acceptance testing (UAT)**

i. Conducting UAT to ensure that the developed system is fit for purpose

ii. Addressing change requests arising from the UAT (if any)

**d) Systems rollout and training**

i. Systems deployment / rollout

ii. Training of all applicable user groups: administrators, auditors, general users, etc.

iii. User manuals and guidelines for all user groups including Admins

**Scope of the Assignment and Project Management System**

The scope of the system will involve the designing and development of a web-based integrated information system i.e. project management, work plan and office automation information system and requisite mobile application(s).

The project management system will cover the WaterFund's project cycle from proposal development, project implementation and post implementation stage as shown in the project cycle diagram in the SRS.

The project management system scope is as follows:

i. Design of a Web-enabled system to track project status. The database and data model should be structured intelligently and appropriately to ensure ease of entry, quality management, access control, processing, visualisation, and reporting that includes a GIS / mapping system to provide spatial perspective to the project status data.

ii. Design and development of a mobile application for Android and iOS based devices with a provision for collecting data and working offline.

iii. The system will have appropriate security arrangements (e.g. for data backup, data security, and allocation of access rights etc.).

iv. Design of an online dashboard in order to ensure that the parameters tracked are captured, conveyed, stored, processed, visualised, and reported in an adequate and timely manner to support project status review and adaptive decision-making.

v. The dashboards for reporting should be in easy-to-understand layouts to facilitate status reporting to a wide range of stakeholders. It should include tables, charts, maps, summary text and descriptions / comments and comparison of current status with historical progress and targets. The system admin should have access to raw data.

vi. The system should have an application programming interfaces to receive financial information from SAP Business One and another to output the GIS databases for visualisation of project information on an external dashboard based on Carto DB.

vii. Design of a system to track work plans and contribute to performance contract, taking into account the institution's Strategic Goals, Key Results Areas, Strategies, Activities and Outputs

viii. Design of various office automation modules that include Petty Cash Request, Imprest Application, Imprest Surrender, Travel Request, Stores Request, Leave Management, Performance Management (Quantitative & qualitative), Training Request, Institutional Calendar, IT Helpdesk

ix. Comprehensive system documentation and provision of source code as part of business continuity planning.

x. The system should be implemented using modular system development approaches, which will include piloting, beta testing, customisation of each module, and user acceptance testing.

**Development and Deployment Strategy**

The methodology for this assignment should be based on a clear understanding of this TOR, the scope of work, and the wider local and international systems development issues.

The system shall be developed in a phased approach as follows.

During **Phase 1,** the developer shall translate the proposed SRS into an executive design. This shall include the definition of architectures, design of the system wireframes, the definition of testing procedures and design of scaling procedures. Once all details of the design are well defined and approved, the consultant shall proceed to Phase 2.

During **Phase 2**, the developer shall write the code (or customise the code for off-the-shelf purchases) and develop the test system and requested documentation. Priority must be given to the Project Management module, as the delivery of other steps will be contingent on successful delivery and demonstration of an effective project management system.

The WaterFund shall evaluate the deliverables of Phase 2 for compliance with the executive design and using the test procedure agreed to in Phase 1 to customise the system further. Successive investment programmes will be tested through the system and feedback for further improvement implemented by the consultant. After the successful completion of Phases 1 and 2, the consultant shall initiate Phase 3.

Under **Phase 3**, tasks include piloting, applicable data migration and user acceptance testing. The system will then be fully deployed for the current WaterFund programmes during the financial year within which the system is completed. This will be accompanied by training.

In **Phase 4**, the developer shall provide for a six-month warranty period that shall include system maintenance such as fixing bugs, customising additional required dashboards and reporting formats and completing non-compliant System features discovered after the User Acceptance Testing.

The deliverables for all Phases shall include detailed documentation and **the source code** of the product, which will be given in an appropriate format to the WaterFund during the system handover. This shall give the WaterFund assurance on the quality of the products in terms of readability and programming style and ensure high quality throughout the duration of the project. It will also provide the WaterFund with a fall back plan in case of bottlenecks in the system as well as provide possibility of future improvements in the system and agility in required reviews further enhancing the system's shelf life.

**Quality Assurance and reporting**

a) Quality Assurance Plan for the development of the overall system

b) Statement of Works for tracking implementation

c) Weekly progress reporting to the project implementation team

d) Business continuity plan to prevent failure and recovery plan to deal with potential threats

e) Issues documentation, management and follow-up

**Expected Deliverables**

a) A comprehensive inception report clearly specifying how tasks will be carried out, methodology, the work plan and tentative delivery date as part of the application

b) Phase 1 deliverables (translation of the proposed SRS into an executive design) and Phase 2 deliverables (Systems development, beta testing, customisation and piloting)

c) Phase 3 deliverables including piloting, applicable data migration and deployment, accompanied by training

d) Phase 4 deliverables, comprising the six-month warranty (handholding period) that shall include system maintenance such as fixing bugs, customising additional required dashboards and reporting formats, delivery of **all system documentation**, **the source code**, and official handing over

e) Periodic (bi-weekly) system implementation status reports in email and hard copy format

f) A working system with all the features specified in the SRS

g) A comprehensive final report

**Duration**

**Starting Period**

The expected starting date of the assignment is **March, 2021.**

**Expected Duration**

The developer will need to provide the Services requested including final reporting within six calendar months from the starting date. Expected finishing date of the contract **June 30$^{th}$ 2021.**

**Language**

All reports and documentation will be expected in English.

**Reporting Format**

All the reports should be submitted to the WaterFund in electronic format and in two coloured hard copies. All the documents produced shall be submitted on a new external storage disk (flash disk).

**Expertise Required**

**a) General**

This is a professional level assignment and will require a seasoned ICT professional firm with requisite staff that have sound academic and professional training, as well as solid experience in ICT and project management. Within the firm, a certified Project Management Professional with a solid background in ICT projects is required for this assignment.

In order to fulfil the assignment, the firm must have the requisite expertise to plan the projects' implementation, manage the overall assignment, manage the developers, and undertake the quality control of the final products and advice the WaterFund on the any inherent project risks and mitigation measures.

**b) Profile of the Consultant Firm and Developers**

***Experience of the Firm***

The consultant firm must have requisite experience in ICT project management which includes a number of years and number of similar projects undertaken**.** Previous proven experience of similar work is essential. The consultant firm must meet the following minimum criteria:

a) At least 4 years in the development, rollout and management of ICT projects
b) At least 3 similar projects undertaken, with at least one in the public sector (government entity)
c) Meet all the statutory requirements for a service provider of ICT services (specified under preliminary criteria)

***Technical Expertise in ICT project management***

It is essential that the consultant firm should have personnel undertaking this assignment with academic and professional qualifications and extensive experience in ICT systems development and management, with a profile meeting or exceeding the scope of the project detailed in the SRS. It is important that their profiles should include verifiable and operational projects with which WaterFund can benchmark. Kenyan water sector or comparable experience will be an added advantage.

The ideal consultant firm should have a solid understanding and a proven record of accomplishment in development of information systems for project cycle management as well as monitoring and evaluation. The firm should be able to identify bottlenecks and challenges in the project implementation if any and make appropriate recommendations.

**Qualifications and Skills**

*Minimum Requirements for the* ***Project Lead*** *staff of the consultant firm*

*Academic*

- A university degree in either ICT / IT, software engineering, project management
- A Master's Degree in project management or a comparable qualification will offer the candidate added advantage
- Project Management Professional (in good standing with the PMI)- *Evidence of certification and current standing required*

*Experience*

- Minimum of 7 years' experience
- Experience in development of management information systems, Project Management Information Systems of comparable scope and scale
- Experience in development of monitoring and evaluation systems
- Demonstrated experience in the water sector or a related / comparable sector
- Experience in development / application of GIS systems in project management

*Minimum Requirements for* ***the SharePoint Development*** *staff of the consultant firm*

*Academic*

- A university degree in either ICT / IT, software engineering, project management

*Experience*

- SharePoint Developer certification or equivalent
- Minimum of 3 years' experience
- Demonstrated experience in development of 2 or more SharePoint-based projects of comparable scope
- Experience in development of management information systems, Project Management Information Systems of comparable scope and scale

*Minimum Requirements for* ***the GIS Specialist / Programmer*** *staff of the consultant firm*

*Academic*

- A university degree in either ICT / IT, software engineering, project management

*Experience*

- GIS certification or equivalent
- Minimum of 3 years' experience
- Demonstrated experience in development / application of 2 or more GIS systems in project management
- Experience in development of management information systems, Project Management Information Systems of comparable scope and scale

**Budget**

The available budget for this assignment is **Kshs. 8,500,000.00** including reimbursable expenses, taxes and any other applicable duties.

**Payment Schedule**

The consultant shall provide a separate professional and reimbursable expenses financial proposal. The financial proposal shall be quoted in Kenya Shillings. The payments will be made per milestone based upon outputs/deliverables specified in the ToR and upon certification of satisfactory work as per work plan and endorsed by WSTF.

Please refer to the **Development and deployment strategy**. The consultant firm will be paid upon invoicing WaterFund upon the delivery of the following acceptable required outputs.

I. 20% after the delivery of an acceptable inception report with work plan, methodology, and tentative delivery date

II. 30% upon deliverables of Phase 1 (translation of the proposed SRS into an executive design) and Phase 2 (Systems development, beta testing, customisation and piloting)

III. 30% upon Phase 3 deliverables including piloting, applicable data migration and deployment, accompanied by training.

IV. 20% upon Phase 4 deliverables. This comprises the six-month warranty (handholding period) that shall include system maintenance such as fixing bugs, customising additional required dashboards and reporting formats, delivery of **all system documentation**, **the source code**, and official handing over.

**Evaluation Criteria**

The WaterFund will use the Request for Proposals (RFP) method in the procurement of the consultant firms to conduct this assignment.

The purpose of the RFP process is to secure the consultant firm most capable of providing the services specified in this document. Selection of the service provider will be made solely on the basis of the most responsive proposal submitted by a qualified proposer that satisfies all requirements described in this RFP. The evaluation criteria will be based on Quality and Cost Based Selection Method (QCBS).

**Mandatory/ Preliminary Criteria**

1. Copy of Certificate of Registration of Business Name/Incorporation
2. Valid Tax Compliance Certificate from Kenya Revenue Authority
3. Copy of current Trade License from County Government
4. Submission of original & 2 copies of tender document properly **PAGINATED** in the correct sequence and all pages **MUST be initialled & stamped**.

**10.1 Technical Evaluation**

This will be based on the technical proposal submitted in accordance to the Terms of Reference and the following criteria shall be used: -

**Stage 1 - Evaluation**

The WaterFund will apply the following evaluation criteria in evaluating the successful bids for the assignment:

| S/No | Parameter Measured | Max. Points |
|---|---|---|
| ***Technical*** | | |
| **1** | **Experience of the Firm** | |
| 1.1 | At least 4 years in the management of ICT projects | 4 |
| 1.2 | At least 3 similar projects undertaken, with at least one in a government entity | 6 |
| **2** | **Consultant Firm's Project Lead Personnel Experience** | |
| 2.1 | A university degree in either ICT/ IT, software engineering, project management | 2 |
| 2.2 | A Master's Degree in project management or a comparable qualification | 2 |

| S/No | Parameter Measured | Max. Points |
|---|---|---|
| 2.3 | Professional qualification in Project Management (in good standing with the PMI)- *Evidence of certification and current standing required* | 3 |
| 2.4 | Experience of not less than 7 years and demonstrated capability to undertake the assignment based on past experience | 4 |
| 2.5 | Experience in development of management information systems, Project Management Information Systems of comparable scope and scale | 2 |
| 2.6 | Experience in development of monitoring and evaluation systems | 3 |
| 2.7 | Demonstrated experience in the water sector or a related / comparable sector | 2 |
| 2.8 | Experience in development / application of GIS systems in project management | 2 |
| **3.1** | **Technical Personnel 1: SharePoint Developer** | |
| 3.1.1 | A university degree in either ICT / IT, software engineering, project management | 2 |
| 3.1.2 | SharePoint Developer certification or equivalent | 3 |
| 3.1.3 | Minimum of 3 years' experience | 2 |
| 3.1.4 | Demonstrated experience in development of 2 or more SharePoint-based projects of comparable scope | 3 |
| **3.2** | **Technical Personnel 2: GIS Expert** | |
| 3.2.1 | A university degree in either ICT / IT, software engineering, project management | 2 |
| 3.2.2 | GIS certification or equivalent | 3 |
| 3.2.3 | Minimum of 3 years' experience | 2 |
| 3.2.4 | Demonstrated experience in development / application of 2 or more GIS systems in project management | 3 |
| **4** | **Methodology** | |
| 4.1 | Clarity and completeness of the bid | 5 |
| 4.2 | Demonstrated understanding of project objectives, this TOR document and the System Requirements Specification (SRS) | 10 |
| 4.3 | Appropriateness of the methodology to achieve project objectives | 5 |
| 4.4 | Detailed work plan | 5 |
| 4.5 | Appropriateness of the work plan to achieve assignment objectives in line with the proposed methodology | 5 |

| S/No | Parameter Measured | Max. Points |
|---|---|---|
| **5** | **System Platform** | |
| 5.1 | Proposed system based on SharePoint Online | 20 |
| **Grand Total** | | **100** |

| ***5. Financial*** | ***20*** |
|---|---|
| 5.1 Consultancy Fees | |
| 5.2 Annual subscription costs (if any) of proposed system | |
| 5.3 Maintenance costs (required beyond the handholding period contemplated in the Development and Deployment Strategy) | |
| | |

**Stage 2 - Selection**

Experience claimed but not substantiated with specific work assignments may be awarded zero points. It is essential that the elements contained in your bid be stated in a clear and concise manner. Failure to provide complete information as requested will be to your disadvantage.

Bidders may be invited for a demonstration of their proposed system capabilities before the final evaluation.

The proposals will be evaluated based on Quality and Cost Based Selection (QCBS) method. QCBS method emphasises on securing the most competent bidder and the cost of the service. Selection is thus based on the technical quality and cost of the proposals submitted.

**Bids that score less than 80% of the technical score shall be treated as non-responsive and will not be evaluated further and financial proposals will be returned unopened.** Experience claimed, but not substantiated with specific work assignments may be awarded zero points.

Water Fund will then negotiate with the lowest evaluated responsive bidder on the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference, budget, and consultant fee. Failure to reach agreement, the procuring entity will negotiate with second lowest evaluated responsive bidder.

## SECTION VI:

## STANDARD FORMS OF CONTRACT

a. ANNEX I – SMALL ASSIGNMENTS (LUMP-SUM PAYMENTS)

**NOTES**

1. SMALL ASSIGNMENT _____Not exceeding Ksh. 5,000,000

## ANNEX I

## SAMPLE CONTRACT FOR CONSULTING SERVICES

**Small Assignments**
Lump-sum payments

**SAMPLE CONTRACT FOR CONSULTING SERVICES**
**SMALL ASSIGNMENTS**
**LUMP-SUM PAYMENTS**

**CONTRACT**

This Agreement, [hereinafter called "the Contract") is entered into this _____________*[Insert starting date of assignment],* by and between ________________________________________*[Insert Client's name] of [*or whose registered office is situated at*]*___________________________________________*[insert Client's address]*(hereinafter called "the Client") of the one part AND

____________________________________________ *[Insert Consultant's name]* of [or whose registered office is situated at]____________________________________*[insert Consultant's address]*(hereinafter called "the Consultant") of the other part.

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

**1. Services** (i) The Consultant shall perform the Services specified in Appendix A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract.

(ii) The Consultant shall provide the personnel listed in Appendix B, "Consultant's Personnel," to perform the Services.

(iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, "Consultant's Reporting Obligations."

**2. Term** The Consultant shall perform the Services during the period commencing on_____________ *[Insert starting date]* and continuing through to_____________ *[Insert completion date],* or any other period(s) as may be subsequently agreed by the parties in writing.

**3. Payment** A. Ceiling

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed___
_____________ *[Insert amount].* This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

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

Kshs______________________ upon the Client's receipt of a copy of this Contract signed by the Consultant;

Kshs______________________ upon the Client's receipt of the draft report, acceptable to the Client; and

Kshs______________________ upon the Client's receipt of the final report, acceptable to the Client.

Kshs______________________ Total

C. Payment Conditions

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

**4. Project Administration**

A. Coordinator.

The Client designates __________________*[insert name]* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for payment.

B. Reports.

The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the course of the

assignment and will constitute the basis for the payments to be made under paragraph 3.

**5. Performance Standards**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

**6. Confidentiality**

The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

**7. Ownership of Material**

Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

**8. Consultant Not to be Engaged in certain Activities**

The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

**9. Insurance**

The Consultant will be responsible for taking out any appropriate insurance coverage.

**10. Assignment**

The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

**11. Law Governing Contract and**

The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.

**Language**

| | |
|---|---|
| **12. Dispute Resolution** | Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party. |

FOR THE CLIENT FOR THE CONSULTANT

Full name; ____________________________ Full name;____________________

Title: _________________________________Title: ___________________________

Signature;_____________________________Signature;___________________

Date;_________________________________Date;_______________________

**LIST OF APPENDICES**

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's Personnel

Appendix C: Consultant's Reporting Obligations

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity
____________________
____________________

To:____________________
______________________
______________________
______________________

RE: Tender No.____________________

Tender Name________________

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

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

   *(FULL PARTICULARS)*__________________________________________
   ______________________________________________________________

SIGNED FOR ACCOUNTING OFFICER

**FORM RB 1**

**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**