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## **REQUEST FOR PROPOSALS**

**FOR**

**RFP NO. KAS/PM/ICT/007/2020/2021**

**PROVISION OF PREVENTIVE MAINTENANCE OF  
kasneb ICT EQUIPMENT**

**AS PER THE TERMS OF REFERENCE**

**PROPOSAL SUBMISSION DEADLINE:**

**FRIDAY, 5 NOVEMBER 2020 AT 11.00 A.M.**

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**SECTION I**  
**LETTER OF INVITATION**

TO: M/s \_\_\_\_\_  
P.O. Box \_\_\_\_\_  
**NAIROBI**  
Tel: \_\_\_\_\_

Date: ..... 2020

Dear Sir/Madam,

**RFP NO. KAS/PM/ICT/007/2020/2021: PROVISION OF PREVENTIVE MAINTAINANCE OF kasneb ICT EQUIPMENT**

**kasneb** invites your firm and other licensed sage registered providers to submit sealed bids for **PROVISION OF PREVENTIVE MAINTENANCE OF kasneb ICT EQUIPMENT**

Interested bidders may obtain further information from and inspect the tender documents at the offices of **kasneb** situated in **kasneb** Towers, Hospital Road, Upper Hill, **NAIROBI** during normal working hours between 8.00 a.m. and 4.00 p.m. every day from Monday to Friday.

Complete tender documents **MUST** be submitted in a plain sealed envelope marked only with the tender number and tender name and addressed to:

**The Secretary/Chief Executive Officer**  
**kasneb**  
**P. O. Box 41362-00100**  
**NAIROBI**

The tender documents must be submitted in two copies one marked "ORIGINAL" and the other marked "COPY."

The tender documents should be deposited in the Tender box placed at the reception hall of **kasneb** or be sent to the Chief Executive Officer so as to reach him on or before the closing date and time on **Friday, 5 November 2020 at 11:00 a.m.**

Prices shall be quoted in Kenya Shillings and shall remain valid for one (1) year from the closing date of the tenders.

The tenders will be opened immediately after the closing date and time on **5 November 2020 at 11:00 a.m.** in the conference room and bidders or bidder representatives are invited to witness the opening.

Yours faithfully,

**THE SECRETARY/CHIEF EXECUTIVE OFFICER**

## **SECTION II**

### **GENERAL INFORMATION TO CONSULTANTS (GITC)**

#### **2.1 Introduction**

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

Section I	-	Letter of invitation
Section II	-	General information to consultants
Section III	-	Terms of reference
Appendix A	-	Consultants information
Appendix B	-	Technical proposal
Appendix C	-	Financial proposal
Appendix D	-	Confidential business questionnaire
Appendix E	-	Sample contract agreement
Appendix F	-	Anti-corruption declaration form
Appendix G	-	Draft letter of notification of award

2.1.2 **Kasneb** will select a firm from among those invited to submit a proposal, in accordance with the method of selection detailed in **Appendix A**.

2.1.3 The prospective bidders are invited to submit a Technical Proposal and a Financial Proposal as specified in **Appendix A** for consulting services required for the assignment named in **Appendix A**.

2.1.4 The Consultants may familiarize themselves with the operations and strategic plan of **kasneb** before preparing their proposals. To obtain first hand information on the assignment, Consultants are encouraged to liaise with **kasneb** regarding any information that they may require before submitting a proposal. Consultants should contact the official named in **Appendix A** for any clarification. Consultants may also find it useful to visit **kasneb's** website at [www.kasneb.or.ke](http://www.kasneb.or.ke)

2.1.5 **kasneb** will provide the inputs specified in **Appendix A**, and make available relevant project data and documents.

#### **2.2 Clarification and Amendment of RFP Documents**

2.2.2 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission and closing date. Any request for clarification must be sent in writing by paper mail or by electronic mail to the Client's address indicated in **Appendix A**. **kasneb** will respond in writing by paper mail 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 Consultants invited to submit proposals.

2.2.3 At any time before the closing date of proposals submission, **kasneb** may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through an Addendum. The Addendum shall be sent by paper mail or by electronic mail to all invited Consultants and will be binding on them. **kasneb** may at its own discretion extend the deadline for the submission of proposals.

#### **2.3 Preparation of Technical Proposal**

2.3.1 The Consultants' proposals shall be written in the 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 the 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) The proposal shall 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 for this assignment be either 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 B**.
  - (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) Comments and or suggestions on the Terms of Reference (TOR) to demonstrate the Consultants' understanding of the TOR for the consultancy, reflecting on the scope of Internet service provision and VPN Connectivity for kasneb. The comment/suggestions should also include a list of services and facilities to be provided by kasneb.
  - (ii) A brief description of the firm and an outline of experience in assignments of a similar nature (minimum of 3) undertaken in either the public or private Sector in the last five (5) years. For each assignment the outline should indicate *inter alia*, name of the firm, the duration of the assignment, the contract amount and the firm's involvement.
  - (iii) A detailed description of the methodology and work plan proposed by the Consultant, as well as staffing.
  - (iv) The list of the proposed team members 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 authorised representative submitting the proposal. Key information should include: academic qualifications, professional qualifications, number of years worked for the firm/entity and degree of responsibility held in various assignments during the last (5) years.
  - (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by Gantt chart(s) or by bar chart diagrams showing the time proposed for each professional staff team member.
  - (vii) 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 (**Appendix C**). It lists all costs associated with the assignment.
- 2.4.2 The Financial Proposal should include all applicable taxes and levies.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 The Proposal must remain valid for 90 days after the submissions' closing date. During this period, the Consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. **Kasneb** will make its best effort to complete evaluation, contract award and negotiations processes within this period. If **kasneb** wishes to extend the validity period of the proposals, the Consultants who do not agree, have the right not to extend the validity of their proposals
- 2.4.5 The financial proposals must comply with the law governing the profession of the consultant.

## 2.5 Mandatory requirements

Consultants are required to respond to the following **mandatory requirements** together with their technical proposals:

- (a) Valid Tax Compliance certificate.
- (b) Valid CR 12 Form from the Registrar of Companies.
- (c) Signed complete confidential business questionnaire.
- (d) Valid Access to Government Procurement Opportunities (AGPO) Certificate.
- (e) Dully filled, stamped and signed sworn Anti-corruption affidavit by the commissioner oaths.
- (f) Evidence of registration and accreditation by ICT Authority or Pre-qualification by Ministry of ICT.
- (g) Original and copies of the technical and financial proposals.
- (h) Pagination/serialization/numbering of the bid document.
- (i) Firm has five (5) or more years of experience conducting ICT preventive maintenance.

**Failure to submit copies/proof of any of the above listed mandatory requirements shall lead to the firm being declared as non-responsive, hence shall not qualify to proceed to the Technical Evaluation stage.**

## 2.6 Submission, Receipt and Opening of Proposals

- 2.6.1 The original Technical and the original Financial Proposals shall be prepared in indelible ink. They shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person(s) authorized to sign the proposals.
- 2.6.1 For each proposal, the Consultants shall prepare the number of copies indicated in **Appendix A**. Each Technical Proposal and each 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 copy shall govern.
- 2.6.2 The original and the copy of the Technical Proposal shall be placed in a plain sealed envelope clearly marked "**TECHNICAL PROPOSAL**," and the original and the copy of the Financial Proposal shall be placed in a plain sealed envelope clearly marked "**FINANCIAL PROPOSAL**." Both envelopes shall be placed inside an outer plain envelope and sealed. The outer envelope shall bear **only** the Proposal number, name and the submission address.

2.6.3 The completed Technical and Financial Proposals must be delivered at the submission address on or before the closing date and time stated in **Appendix A**. Any proposal received after the closing time for submission of proposals shall be returned to the respective Consultant unopened.

2.6.4 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 kasneb up to the time for opening of financial proposals.

## 2.7 **Proposal Evaluation (General)**

2.7.1 From the time the bids are opened to the time the Contract is awarded, if any Consultant wishes to contact kasneb on any matter related to his proposal, he should do so in writing at the address indicated in **Appendix A**. Any effort by the firm to influence kasneb in the proposal evaluation, proposal comparison or Contract award decisions will result in the rejection of the Consultant's proposal.

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

## 2.8 **Evaluation of the Technical Proposal**

2.8.1 The Evaluation Committee appointed by kasneb will undertake preliminary examination of the proposals to determine their responsiveness to the mandatory requirements. The firms that will not be responsive to the mandatory requirements will be disqualified from any further evaluation at this stage.

2.8.2 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 of 70%.

## 2.9 **Opening and Evaluation of Financial Proposal**

2.9.1 After the evaluation of the Technical Proposals, **kasneb** shall disqualify the proposals that did not meet the minimum qualifying mark of 80% or were considered non-responsive to the RFP and Terms of Reference, from any further evaluation. **kasneb** shall thereafter open and evaluate the financial proposals.

2.9.2 The Evaluation Committee will determine whether the financial proposals are complete (that is whether the Consultant has costed all the items of the corresponding Technical Proposal). 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.

2.9.3 Contract price variation is not allowed.

## 2.10 **Negotiations**

2.10.1 Negotiations will be held at the same address as "address to send information to the Client" indicated in **Appendix "A"**. The aim is to reach agreement on all points of the contract and to sign a contract.

2.10.2 Negotiations will be based on the Technical Proposal which will include among other things, the proposed methodology and work plan, staffing and any suggestions made by the firm to improve the Terms of Reference. **kasneb** and the firm will then work out final Terms of Reference, staffing and gantt charts indicating activities, staff periods in the field and in the head office, logistics and reporting. The agreed work plan and the 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 clearly defining the inputs required from **kasneb** to ensure satisfactory implementation of the assignment.

2.10.3 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, **kasneb** expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, **kasneb** will require assurances that the experts will be actually available. **kasneb** 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.

2.10.4 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations, **kasneb** and the selected firm will initial the agreed Contract. If negotiations fail, **kasneb** will invite the firm whose proposal received the second highest score to negotiate a contract.

2.10.5 **Kasneb** may appoint a team for the purpose of the negotiations.

## 2.11 Award of Contract

2.11.1 The Contract will be awarded following negotiations. After negotiations are completed, **kasneb** 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.

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

2.11.3 The parties to the contract shall have it signed within 90 days from the date of notification of contract award unless there is an administrative review request.

2.11.4 **kasneb** may at any time, prior to notification of award, terminate or cancel procurement proceedings without entering into a contract where it is found appropriate as provided by section 63 of the Public Procurement and Asset Disposal Act, No. 33 of 2015.

2.11.5 **kasneb** shall give prompt notice of the termination to the tenderers and on request give its reasons for termination.

2.11.6 To qualify for contract award, the tenderer shall have the following:

- (a) Necessary qualifications, capability and experience to provide the service 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 (as evidenced in writing).

## 2.12 Confidentiality

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.

## 2.13 Corrupt or fraudulent practices

2.13.1 **kasneb** 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 been and will not be involved in corrupt or fraudulent practices.

2.13.2 **kasneb** 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.

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

## SECTION III

### TERMS OF REFERENCE FOR PROVISION OF PREVENTIVE MAINTENANCE SERVICES FOR ICT EQUIPMENT

#### 1 BACKGROUND

##### 1.1 **Legal framework**

kasneb was established by the Government of Kenya on 24 July 1969. The operations of kasneb are governed by the following main Acts:

- (a) The Accountants Act, No. 15 of 2008 of the Laws of Kenya.
- (b) The Certified Public Secretaries of Kenya Act Cap 534 of the Laws of Kenya.
- (c) The Investment and Financial Analysts Act, 2015 of the Laws of Kenya.

##### 1.2 **Mandate**

The mandate of **kasneb** is the development of syllabuses, conduct of professional, diploma and certificate examinations, and certification of candidates in accountancy, finance, credit, governance and management, information technology and related disciplines; promotion of its qualifications nationally, regionally and internationally and the accreditation of relevant training institutions in liaison with the Ministry of Education.

##### 1.3 **Vision**

Global leader in examination and certification of business professionals.

##### 1.4 **Mission**

Empowering professionals globally by offering quality examinations and undertaking research and innovation.

##### 1.5 **Qualifications of kasneb**

kasneb currently offers five (5) professional examinations, two (2) diploma examinations, one (1) certificate examination and four (4) short (vocational) courses leading to the following qualifications:

###### (a) **Professional qualifications**

- (i) Certified Public Accountants (CPA)
- (ii) Certified Secretaries (CS)
- (iii) Certified Information Communication Technologists (CICT)
- (iv) Certified Investment and Financial Analysts (CIFA)
- (v) Certified Credit Professionals (CCP)

###### (b) **Diploma qualifications**

- (i) Accounting Technicians Diploma (ATD)
- (ii) Diploma in Information Communication Technology (DICT)
- (iii) Diploma in Credit Management (DCM)

###### (c) **Certificate qualification**

Certificate in Accounting and Management Skills (CAMS)

###### (d) **Short (vocational) courses**

- (i) Vocational Certificate in Entrepreneurship and Innovation
- (ii) Vocational Certificate in Graphic Design
- (iii) Vocational Certificate in Cyber Security
- (iv) Vocational Certificate in Blockchain applications

The above examinations are administered three times a year in March/April, July/August and November/December to kasneb students based both in Kenya and outside Kenya.

## 2. **OVERVIEW OF DESIRED SERVICES**

Kasneb is seeking the services of an experienced service provider to undertake preventive maintenance of ICT equipment with a view to ensuring minimal breakdowns of the equipment. Kasneb has acquired a substantial number of various ICT equipment ranging from desktops, laptops, tablets, printers, server boxes, network devices and security devices among others. The successful bidder will be expected to adhere to Government protocols and guidelines on management of COVID-19 during cleaning of ICT equipment.

The successful bidder will be required to:

- (a) Carry out **semi-annual** preventive maintenance of ICT equipment.
- (b) On call basis, attend to any other support request related to the equipment.
- (c) Replace faulty equipment parts. The spare parts will be procured by kasneb at the prevailing market rates.
- (d) For each equipment record, the maintenance activities carried on job card.
- (e) Prepare and submit a detailed and adequate report to kasneb.
- (f) Advise on ICT trends and make recommendations where necessary.

### 2.1. **Preventive Maintenance for Server boxes, computers and laptops**

The following maintenance activities will be carried on servers, computers and laptops:

- (a) Surface cleaning of ICT equipment and devices using appropriate tools and chemicals.
- (b) Clean computer peripherals such as mouse and keyboards (where applicable).
- (c) Check the update status of antivirus.
- (d) Hardware status (RAM, Hard disk etc) checks
- (e) Internal cleanliness checks such as dirt build up and cleaning using appropriate tools.
- (f) Confirm the operating systems updates and install where necessary.
- (g) Confirm the update status of anti-virus and update where necessary
- (h) Update drivers where applicable

### 2.2. **Preventive maintenance for printers and scanners**

The following maintenance activities will be carried out on printers and scanners:

- (a) Cleaning of filters
- (b) Clean and lubricate the gears
- (c) Check and clean the pickup rollers.
- (d) Clean the exterior of printers
- (e) Clean the tonner compartments of any toner residue or dust
- (f) Clean the display units and glasses.

### 2.3. **Preventive maintenance for network equipment and physical server boxes**

The following maintenance activities will be performed:

- (a) Dust and wipe the exterior of the server boxes and network (active and non-active) equipment using appropriate tools.
- (b) Label and organize network cables in cabinets as required.
- (c) Replacement of parts as may be applicable. The parts will be procured by kasneb at the prevailing market rates
- (d) Clean the cables

Bidders are further advised that for equipment under warranty only exterior surface cleaning and non- intrusive removal of internal dust will be carried out.

### 3. SCHEDULE OF EQUIPMENT FOR PREVENTIVE MAINTENANCE

NO.	EQUIPMENT TYPE	QUANTITY
1.	Central Processing Units (CPU)	140
2.	Monitors	145
3.	Printers	69
5.	Servers	14
6.	Laptops	19
7	Routers	8
8	Unified Threat Management Supply (UTMs) Appliance	2
9	Switches	27
10	Scanners	9

The above schedule may vary during the contract period due to acquisition of additional equipment or disposal of some of the existing equipment. The successful bidder should therefore note that payment will be made on the basis of the actual work done

### 4. EVALUATION

#### 4.1. Mandatory evaluation

A Mandatory evaluation will be carried out and bidders who will be missing any of the following items shall be considered non-responsive and hence will not be considered for further evaluation. The bidders are required to submit the documentary evidence to all requirements failure to which they shall not be considered for further evaluation.

Criteria	Priority
Tax compliance certificate.	Mandatory
Valid CR12 form from the registrar of companies.	Mandatory
Complete Confidential Business Questionnaire.	Mandatory
Valid Access to Government Procurement Opportunities (AGPO) certificate	
Duly filled, stamped and signed sworn Anti-corruption affidavit by the commissioner of oaths as required.	Mandatory
Evidence of registration and accreditation by ICT Authority or prequalification by the Ministry of ICT	Mandatory
Original and copy of the technical and financial proposals as specified in the tender document.	Mandatory
All bid documents <b>MUST</b> all be <b>serialized/paginated</b>	Mandatory
Firm has 5 or more years of experience conducting ICT preventive maintenance	Mandatory

#### 4.2. Technical evaluation

During detailed evaluation, the proposal shall be subjected to a more thorough evaluation to check if it meets the technical requirements as stated in the bid

documents. The pass mark for this evaluation stage is seventy percent (70%). Bidders who fail to meet the pass mark of 70% shall be disqualified from continuing to the next stage of financial evaluation. Each of the requirements in the bids shall be scored as weighted below

No.	Item Description	Marks
1	<b>Specific experience of the firm in the last five (5) years (attach evidence – certificate of completion or equivalent )</b>	<b>[20]</b>
	<ul style="list-style-type: none"> <li>Have expertise and skills in undertaking five (5) similar projects by providing evidence of projects undertaken in the public and private sector in the last five (5) years (4 marks for each similar project within the last five (5) years).</li> </ul>	20
	<ul style="list-style-type: none"> <li>No similar nature of assignment.</li> </ul>	0
2	<b>Qualifications and competence of the key staff for the Assignment.</b>	<b>[50]</b>
1.	The Team Leader shall be a university degree holder preferably in computer science or its equivalent. The Team Leader should also possess professional certification in any of the equipment brands such as HP /Dell/Lenovo and varied and vast experience in maintenance of ICT equipment. (academic & professional qualifications=10mks, Experience=10mks)	20
2.	Provide details on the academic and professional qualifications of three (3) technical staff that will carry out the preventive maintenance. For each staff, indicate their specialization (equipment type(s) and brand(s)), year of experience in the firm, total number of years in maintenance of ICT equipment, current position	30
3	<b>Adequacy of the Service Level Agreement</b>	<b>[10]</b>
	Bidder to submit detailed sample Service Level Agreement tailored for preventive maintenance of ICT equipment in the category required by kasneb	10
4	<b>Bidders understanding of the assignment</b>	<b>[20]</b>
	For each of the items in the table for EQUIPMENT FOR PREVENTIVE MAINTENANCE, the bidder is required to provide a list of tools and materials they will use in course of maintaining the equipment.	
<b>TOTAL</b>		<b>100</b>

#### 4.3. Financial evaluation

The lowest responsive evaluated bid shall be eligible for award of tender. Bidders are required to use the form below to provide information on the cost of provision of ICT preventive maintenance.

NO.	EQUIPMENT TYPE	QUANTITY	Unit cost (Exclusive of VAT)	Unit cost (Inclusive of VAT)	Total cost (Inclusive of VAT)
1.	Central Processing Units (CPU)	140			
2.	Monitors	145			
3.	Printers	69			
5.	Servers	14			
6.	Laptops	19			
7	Routers	8			
8	Unified Threat Management Supply (UTMs) Appliance	2			
9	Switches	27			
10	Scanners	9			
<b>Total Semi-Annual Cost Sh.</b>					
<b>Total Yearly Cost Sh.</b>					

**Note: All financial information should be provided ONLY in the financial bids.**

**APPENDIX A**  
**PROSPECTIVE SERVICE PROVIDERS INFORMATION**

The following information for procurement of consultancy services and selection of Consultants shall complement or amend the provisions of the general information to Consultants. Wherever there is a conflict between the provisions of the general information to Consultants in section II and the provisions of this appendix, the provisions of the appendix herein shall prevail over those of the information to Consultants.

- (a) The name of the Client is: **kasneb**
- (b) The method of selection is: **Least Cost Based Selection (LCBS)**
- (c) Technical and Financial Proposals are required: **Yes**
- (d) The name, objectives, and description of the assignment are: **RFP NO. KAS/PM/ICT/007/2020/2021: PROVISION OF PREVENTIVE MAINTAINANCE OF kasneb ICT EQUIPMENT**
- (e) A pre-proposal conference will be held: **No**
- (f) Site visit before submission of Bid Documents: **Optional**
- (g) The name, address and telephone number of the Client's official contact is:  
**Secretary/Chief Executive Off**  
**kasneb Towers, Hospital Road, Upper Hill**  
**P.O. Box 41362-00100, Nairobi**  
Landline telephone number: +254 (020) 4923000. | Cellphone: 0722-201214, 0734-600624  
| Email: [info@kasneb.or.ke](mailto:info@kasneb.or.ke). | Website: [www.kasneb.or.ke](http://www.kasneb.or.ke)
- (h) **kasneb** will assign an Officer to co-ordinate the activities of the Consultants during the period of the assignment. **Yes**
- (i) The estimated number of professional staff days required for the assignment is: **as per the agreement between kasneb and the contract service provider.**
- (j) The minimum required experience of proposed professional staff is **as indicated in the Terms of Reference**
- (k) Additional information in the Technical Proposal is **as indicated in the Terms of Reference.**
- (l) Taxes: **The total financial proposal should be inclusive of all applicable taxes.**
- (m) Consultants must submit an **original and one (1) additional copy of each proposal.**
- (n) **Mandatory requirements**
  - (a) Valid Tax Compliance certificate.
  - (b) Valid CR 12 Form from the Registrar of Companies.
  - (c) Signed complete confidential business questionnaire.
  - (d) Valid Access to Government Procurement Opportunities (AGPO) Certificate.
  - (e) Dully filled, stamped and signed sworn Anti-corruption affidavit by the commissioner oaths.
  - (f) Evidence of registration and accreditation by ICT Authority or Pre-qualification by Ministry of ICT.
  - (g) Original and copies of the technical and financial proposals.
  - (h) Pagination/serialization/numbering of the bid document.
  - (i) Firm has five (5) or more years of experience conducting ICT preventive maintenance.

Failure to submit copies of any of the above listed mandatory requirements shall lead to a firm being declared as non responsive hence shall not qualify to proceed to the Technical Evaluation stage.

- (o) The proposal submission address is:

**Secretary/Chief Executive Officer**

**kasneb Towers, Hospital Road, Upper Hill**

**P.O. Box 41362-00100, Nairobi**

**Landline telephone number: +254 (020) 4923000. | Cellphone: 0722-201214, 0734-600624**

**I Email: [info@kasneb.or.ke](mailto:info@kasneb.or.ke). | Website: [www.kasneb.or.ke](http://www.kasneb.or.ke)**

- (p) Proposals must be submitted not later than the following date and time **Friday, 30 October 2020 at 11.00 a.m.**

- (q) The address to send information to kasneb is:

**Secretary/Chief Executive Officer**

**kasneb Towers, Hospital Road, Upper Hill**

**P.O. Box 41362, 00100 Nairobi**

**Tel: +254 (020) 4923000, 2712640**

**Fax: (020) 2712915**

**Cellphone: 0722-201214/0734-600624**

**E-mail: [ceo@kasneb.or.ke](mailto:ceo@kasneb.or.ke)**

**Website: [www.kasneb.or.ke](http://www.kasneb.or.ke)**

- (r) The minimum technical score required to pass: **70%**
- (s) The assignment is expected to commence **immediately after signing of the Contract with the winning firm.**
- (t) All pages of the technical proposal documents submitted must be serialized.



**APPENDIX B**  
**TECHNICAL PROPOSAL**

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

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 the rejection of the consultant's proposal.
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. The Technical proposal **shall not** include any financial information.
4. All pages of the technical proposal documents submitted must be serialized/numbered.
5. A valid certification from the National Treasury shall be required for the entities owned by youth, women and persons with disabilities.

## TECHNICAL PROPOSAL

### Table of Contents

1. Technical proposal submission form.
2. Firm's references.
3. Comments and suggestions of Consultants on the Terms of reference and a list of services and facilities to be provided by **kasneb**.
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 and a brief of any recent experience of assignment of a similar nature.
7. Time schedule for professional personnel.
8. Standard Forms

### Please note that:

- All the pages of the Technical Proposal documents submitted **MUST** be serialized/numbered.
- A valid certification from the National Treasury **SHALL** be required for the entities owned by youth, women and persons with disabilities.
- The draft Service Level Agreement should be tailored to address for the specific service requested by **kasneb** and at the minimum address the following :
  - The status, aims and objectives of the parties involved.
  - Responsibilities of the parties.
  - Quantifiable service levels.
  - Performance measurement.
  - Service support (including timelines, contacts and escalation matrix).
  - Dispute resolution.
  - Rewards and penalties.

**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*]

We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope.

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

We remain,

Yours sincerely,

\_\_\_\_\_  
[*Authorised 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 the competence of the firm

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:
Name of Client: assignment:		Client's contact person for the
Address: Assignment:		Duration of
Start Date (Month/Year):	Completion Date: (Month/Year):	Approx. Value of Services (Kshs.)
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Brief Narrative Description of Project:		

---

*[Authorised Signature]:*

---

*[Name and Title of Signatory]*

---

*[Name of Firm]*

---

*[Address:]*

**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 in this consultancy:

---

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 firm, titles of positions held, and locations of assignments.]*

---



**Certification:**

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

Full name of staff member: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of staff member]*

Full name of authorised representative: \_\_\_\_\_

\_\_\_\_\_ *Date:* \_\_\_\_\_  
*[Signature of authorised representative of the firm]*

**7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

Week (in the Form of a Gantt Chart)

Name	Position	Reports Due/ Activities	1	2	Number of weeks

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

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

Signature: \_\_\_\_\_  
(Authorised representative)

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

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

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

**APPENDIX C**  
**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, printing of documents, surveys, development, annual maintenance and transaction costs as may be applicable. The costs should be broken down to be clearly understood by **kasneb**.
2. The financial proposal shall be in Kenya Shillings and shall include the payable taxes.
3. The financial proposal should be prepared using the Standard forms provided in this part.
4. The financial proposal must comply with the law governing the profession of the consultant.
5. Items for which no rate or price is entered by the Tenderer will NOT be paid for by **kasneb** when executed and shall be deemed covered by the other rates and prices.
6. All pages of the financial proposal documents submitted must be serialised/numbered.
7. **The total financial proposal amount shall cater for the provision of ALL the items outlined in the table found on page 12 and 14 of 37.**
8. The vendor will be expected to provide the following costs:

NO.	EQUIPMENT TYPE	QUANTITY	Unit cost (Exclusive of VAT)	Unit cost (Inclusive of VAT)	Total cost (Inclusive of VAT)
1.	Central Processing Units (CPU)	140			
2.	Monitors	145			
3.	Printers	69			
5.	Servers	14			
6.	Laptops	19			
7.	Routers	8			
8.	Unified Threat Management Supply (UTMs) Appliance	2			
9.	Switches	27			
10.	Scanners	9			
<b>Total Semi-Annual Cost Sh.</b>					
<b>Total Yearly Cost Sh.</b>					

## **FINANCIAL PROPOSAL STANDARD FORMS**

### **Table of Contents**

1. Financial proposal submission Form.
2. Summary of costs.
3. Breakdown of price/per activity.
4. Schedule of payment.

**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,

\_\_\_\_\_  
*[Authorised Signature]:*

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

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

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

# CONFIDENTIAL BUSINESS QUESTIONNAIRE

**kasneb**

Telephone: 2712640/2712828  
E-mail: info@kasneb.or.ke

kasnebTowers  
Hospital Road, Upper Hill  
P O Box 41362 - 00100  
**Nairobi**

## **Confidential Business Questionnaire**

You are required to give the particulars indicated in part 1 and either 2(a),2(b) or 2(c) whichever applies to your type of business.

A tenderer who gives false information will be disqualified.

### **Part 1 – General:**

Business Name-----  
(Attach copy of Certificate of Incorporation or Registration Certificate)

Location of Business-----

Plot No. -----Street/Road-----

Postal Address: ----- Tel. No. -----

Nature of Business-----

Current Trade Licence No. -----Expiry date-----

PIN No. -----VAT No.-----  
(Attach copies of PIN and VAT certificates)

Maximum value of business you can handle at any one time: Sh.-----

Name of your bankers-----Branch-----

### **Part 2 (a) – Sole Proprietor:**

Your name in full-----PIN No-----  
(Attach copy of Certificate)

Nationality: (State whether Kenyan or Non Kenyan) -----

### **Part 2(b) – Partnership:**

Give names of partners as follows:

1-----

2-----

3-----

4-----

### **Part 2(c) – Registered Company - Private or Public**

Give Details of all Directors as follows:

No.	Name	PIN No (Attach certificates)	Nationality: (State whether Kenyan or Non-Kenyan).
1			
2			
3			
4			
5			

Signature of Tenderer:----- Date -----

## APPENDIX E

### SAMPLE CONTRACT AGREEMENT

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 Section III, "Terms of Reference" which is made an integral part of this Contract.
- (ii) The Consultant shall provide the personnel listed in item 5 of **Appendix B**, "Team composition and task assignments," to perform the Services.
- (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in item 7 of **Appendix B**, "Time schedule for professional personnel".

#### 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.**)

NO.	EQUIPMENT TYPE	QUANTITY	Unit cost (Exclusive of VAT)	Unit cost (Inclusive of VAT)	Total cost (Inclusive of VAT)
1.	Central Processing Units (CPU)	140			
2.	Monitors	145			
3.	Printers	69			
5.	Servers	14			
6.	Laptops	19			
7	Routers	8			
8	Unified Threat Management Supply (UTMs) Appliance	2			
9	Switches	27			
10	Scanners	9			
<b>Total Semi-Annual Cost Sh.</b>					
<b>Total Yearly Cost Sh.</b>					

**NOTE: PAYMENT IS ON SEMI-ANNUAL BASIS**

## C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty [30] days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below, and subject to the acceptance of the reports as tabulated in paragraph 3B above.

## 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 Item 7 of **Appendix B**, "Time schedule for professional personnel", 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**

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 Materials

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

## 8. Consultant not to be Engaged in certain Activities

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

## 9. Insurance

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

## 10. Assignment

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

## 11. Law Governing Contract and Language

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

## 12. Dispute resolution

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

## 13. Force Majeure

### A. Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

### B. No Breach of Contract

The failure of a party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under the Contract shall not be

considered to be breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

## 14. Termination

### A. By the Client

The Client may terminate this Contract by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this clause;

- (a) If the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the client may have subsequently approved in writing;
- (b) If the Consultant becomes insolvent or bankrupt;
- (c) If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the services for a period of not less than sixty (60) days; or
- (d) If the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this clause;

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, and included collusive practice among consultants (prior to submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

- (e) If the Client in his sole discretion decides to terminate this Contract.

### B. By the Consultant

The Consultant may terminate this Contract by not less than thirty (30) days' written notice to the client, such notice to be given after the occurrence of any of the following events;

- (a) If the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or

- (b) If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the services for a period of not less than sixty (60) days.

**15. Obligations**

**A. By the Consultant**

The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this contract or to the Services, as faithful adviser to the Client and shall at all times support and safeguard the client’s legitimate interests in any dealings with sub-Consultants or third parties subject to item 10 of this contract.

**B. By the Client**

The Client shall use his best efforts to ensure that he provides the Consultant such assistance, services and facilities as may be necessary for due performance of this contract.

**Signed:**

**FOR THE CLIENT**

**FOR THE CONSULTANT**

Full name: \_\_\_\_\_

Full name: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX F**

**ANTI-CORRUPTION DECLARATION FORM**

Date.....

To.....  
.....  
.....

I, on behalf of..... (Tenderer name and address) .....

declare the following:

That I:

- (a) Have not been debarred from participating in public procurement.
- (b) Have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.
- (c) Have completed this form accurately and that the information provided is true and can be substantiated if required to do so.
- (d) Understand that any inaccuracy in the information filled herein may be used as ground for disqualification of this tender.

.....  
Title

.....  
Signature

.....  
Date

(To be signed by authorized representative and officially stamped)

**APPENDIX G**

**DRAFT LETTER OF NOTIFICATION OF AWARD**

Address of kasneb

\_\_\_\_\_

\_\_\_\_\_

M/s  
P. O. Box  
Nairobi

Dear Sir/Madam

**RFP NO. KAS/PM/ICT/007/2020/2021: PROVISION OF PREVENTIVE MAINTAINANCE OF kasneb ICT EQUIPMENT**

This has reference to your proposal dated \_\_\_\_\_ for **KAS/PM/ICT/007/2018/2019: Provision of Preventive Maintenance of kasneb ICT Equipment.**

The duration of this contract shall be one (1) year renewable upon satisfactory performance and will commence immediately following the acceptance of the contract award with a possibility of entering into a framework contract for duration to be agreed upon between kasneb and your firm.

You may contact the officer(s) whose particulars appear below in connection with your contract for the provision of the above services.

(Full particulars) \_\_\_\_\_

The Contract documents are in the course of preparation and you will be invited to sign them after expiry of fourteen (14) days from the date of this letter.

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

Yours faithfully

**SECRETARY/CHIEF EXECUTIVE OFFICER**