



NATIONAL OIL CORPORATION OF KENYA

REQUEST FOR PROPOSALS (RFP)

**PROVISION OF SERVICE DELIVERY PLATFORM &
PAYMENT SOLUTION FOR MWANANCHI GAS PROJECT.**

TENDER NO.NOCK/PRC/03 (1339)2017-2018

**NATIONAL OIL CORPORATION
KAWI HOUSE, SOUTH C, RED CROSS ROAD
OFF POPO ROAD
P.O Box 58567 – 00200
NAIROBI
Email: tenders@nockenya.co.ke**

DECEMBER, 2017

**Tender Closing Date & Time: 29th December 2017 at 1100hrs (East Africa
Time)**



TABLE OF CONTENTS		Page
1.	SECTION I – INVITATION TO TENDER.....	3
2.	SECTION II – INSTRUCTIONS TO TENDERER.....	5
3.	SECTION III – DESCRIPTION OF SERVICES	17
4.	SECTION IV – TECHNICAL PROPOSAL (TP)	36
5.	SECTION V – FINANCIAL PROPOSAL (FP)	46
6.	SECTION VI – STANDARD CONTRACT FORM	49
7.	SECTION VII – STANDARD FORMS.....	53



1. SECTION I – INVITATION TO TENDER

Date: Dec, 2017

Tender Ref No. NOCK/PRC/03(1339)2017-2018

TENDER NAME: REQUEST FOR PROPOSALS (RFP) FOR PROVISION OF SERVICE DELIVERY PLATFORM & PAYMENT SOLUTION FOR MWANANCHI GAS PROJECT

- 1.1 The National Oil Corporation of Kenya (**National Oil**) invites sealed bids from selected and eligible candidates for **PROVISION OF SERVICE DELIVERY PLATFORM & PAYMENT SOLUTION FOR MWANANCHI GAS PROJECT**.
- 1.2 To be eligible to tender, in addition to the requirements given, the tenderer if previously contracted by National Oil to offer similar services, **must not** have had any negative evaluation for poor performance.
- 1.3 Interested candidates may view/obtain/download the tender documents at www.nationaloil.co.ke or inspect the tender documents at
Procurement Department
National Oil Corporation – Kawi House, South C,
Red Cross Road off Popo Road
P.O Box 58567 – 00200
NAIROBI
Email: tenders@nockkenya.co.ke
during normal working hours on Monday to Friday between 0800hrs to 1700hrs (East Africa Time).
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of one hundred and twenty (120) days from the closing date of the tender.
- 1.5 The amount of Professional Indemnity cover shall be 10% of the Contract Price from an Insurance Company duly recognized by the Public Procurement Regulatory Authority (formerly PPOA).
- 1.6 Interested bidders shall be required to submit the following preliminary/mandatory documents listed below as given in the Appendix to Instructions to Tenderers – Preliminary evaluation (Section 2 – Instructions to Tenderers) (**Failure to submit the mandatory requirements will lead to disqualification from the tender process**)
- Copy of Certificate of Registration/Incorporation.
 - Copy of valid Tax Compliance Certificate
 - Copy of Communication Authority of Kenya (CAK) licence & Central Bank of Kenya(CBK) approval
 - The tenderer’s Authority Letter allowing National Oil to seek references from the tenderer’s clients.



- Duly filled, signed and Stamped Confidential Business Questionnaire. (Section III Standard Forms)
- Duly filled, signed and stamped Bidder's Declaration and Integrity Pact (Section III Standard Forms).

1.7 The completed tender documents are to be enclosed in a plain sealed envelope clearly marked **“REQUEST FOR PROPOSALS (RFP) FOR PROVISION OF SERVICE DELIVERY PLATFORM & PAYMENT SOLUTION FOR MWANANCHI GAS PROJECT. – TENDER REFERENCE NO. NOCK/PRC/03(1339)2017-2018”** with the instructions **“DO NOT OPEN BEFORE 29th December, 2017 AT 1100HRS (EAST AFRICA TIME)”** should be addressed to:

**Chief Executive Officer
National Oil Corporation – Kawi House Complex, South C,
Red Cross Road off Popo Road
P.O Box 58567 – 00200, NAIROBI**

and deposited in the Tender Box at:

**National Oil Corporation – Ground Floor Kawi House Complex, South C,
Red Cross Road off Popo Road
P.O Box 58567 – 00200, NAIROBI**

1.8 *Bulky Tenders* that do not fit into the tender box are to be submitted at the Reception located on the Ground Floor at National Oil Corporation – Kawi House Complex, South C, Red Cross Road off Popo Road

So as to be received on or before **29th December, 2017 at 1100hrs (East Africa Time)**. *Late submissions shall automatically be disqualified whatever the circumstances.*

1.9 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at:

**National Oil Corporation – Meeting room located on Ground floor, Kawi House Complex,
South C,
Red Cross Road off Popo Road
P.O Box 58567 – 00200, NAIROBI**

CHIEF EXECUTIVE OFFICER

2. SECTION II – INSTRUCTIONS TO TENDERER

TABLE OF CONTENTS		Page
2.1	Introduction	6
2.2	Clarification and amendment to the RFP documents	6
2.3	Preparation of proposals	7
2.4	Financial proposal.....	7
2.5	Submission, Receipt and opening of proposals	8
2.6	Evaluation of the Proposal (General)	9
2.7	Evaluation of Technical Proposals	9
2.8	Opening and Evaluation of Financial Proposals.....	10
2.9	Negotiations.....	11
2.10	Award of Contract	11
2.11	Confidentiality	12
2.12	Appendix to information to tenderer	12

2.1 Introduction

- 2.1.1 National Oil will select an individual tenderer among those invited to submit proposals or those who respond to the invitation for proposals in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The tenderers are invited to submit a technical proposal and a financial proposal for consulting services required for the assignment stated in the letter of invitation (Section I).
- 2.1.3 In the assignment where the procuring entity intends to apply standard conditions of engagement and scales of fees for professional services, which scale of fees, will have been approved by a relevant authority, a technical proposal only may be invited and submitted by the tenderer. In such a case the highest ranked individual tenderer in the technical proposals shall be invited to negotiate a contract on the basis of the set scale of fees. The technical proposals will be the basis for contract negotiations and ultimately for a signed contract with the selected individual tenderer.
- 2.1.4 The tenderers must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their proposals. To obtain adequate information on the assignment and on the local conditions, tenderers are encouraged to liaise with the procuring entity regarding any information that they may require before submitting a proposal.
- 2.1.5 The client will provide the inputs and services specified in the special conditions of contract needed to assist the individual tenderers to carry out the assignment.
- 2.1.6 The cost of preparing the proposal and negotiating the contract including any visit to the procuring entity are not reimbursable as a direct cost of the assignment. The procuring entity is not bound to accept any of the proposals submitted.
- 2.1.7 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.2 Clarification and amendment to the RFP documents

- 2.2.1 Individual tenderers may request clarification of any of the RFP documents not later than Seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to the procuring entity's address indicated in the special conditions of contract. The procuring entity will respond by post, fax or email 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 individual tenderers invited to submit proposals.
- 2.2.2 At any time before the deadline for submission of the proposals, the procuring entity may for any reason; either at its own initiative or in response to a clarification requested by an intended individual tenderer, amend the RFP. Any amendment shall be issued in writing, fax or email to all invited individual tenderers and will be binding on them. The

procuring entity may at its discretion extend the deadline for the submission of the proposals.

2.2.3 Clarification of tenders shall be requested by the tenderers to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.

2.2.4 The procuring entity shall reply to and clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.3 Preparation of proposals

2.3.1 The individual tenderer's proposal shall be written in English language.

2.3.2 In preparing the Technical proposal, the individual tenderers are expected to examine the documents consisting the 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, the individual tenderer must give particulars attention to the following:

- a) If an individual tenderer considers that he/she does not have all the expertise required for the assignment he/she may suggest in the proposals other individual(s) who will assist in the assignment but they will not be party to the contract for the purpose of the performance of the assignment. An individual tenderer will not propose other individual tenderers invited to submit proposals for the assignment. Any individual tenderer in contravention of this requirement shall automatically be disqualified.
- b) For all the staff who will be involved in the exercise of the proposals to tenderer must indicate their responsibility in the assignment and also the staff time as necessary.
- c) The curriculum vitae (CV) of the staff proposed must be submitted with the proposal.

2.3.4 The Technical proposal shall provide the following information;

- a) The individual tenderer's CV and a brief of any recent experience of assignment of a similar nature. For each assignment the brief should indicate the profiles of staff involved, contract amount and the individual tenderer's involvement.
- b) Any comments or suggestions on the Terms of Reference and a list of service and facilities requested to be provided by the procuring entity.
- c) A description of the methodology and work plan for performing the proposed assignment.
- d) Any additional information requested in the special conditions of contract.

2.3.5 The Technical proposal shall be separate from the financial proposal and shall not include any financial information.

2.4 Financial proposal

2.4.1 In preparing the financial proposal, the individual tenderers are expected to take into account the time required in completing the assignment as outlined in the RFP documents.

The financial proposal will therefore be quoted in fees per day or month. The financial proposal may also include other costs as necessary, which will be considered as reimbursable.

- 2.4.2 The Financial proposal should include the payable taxes.
- 2.4.3 The fees shall be expressed in Kenya Shillings.
- 2.4.4 The Financial proposal must remain valid for 120 days after the submission date. During this period the individual tenderer is expected to keep available at his own cost any staff proposed for the assignment. The procuring entity will make best efforts to complete negotiations within this period. If the procuring entity wishes to extend the validity period of the proposals, the tenderers who do not agree, have the right not to extend the validity of their proposals.
- 2.4.5 The financial proposal must comply with the law governing the profession of the tenderer.

2.5 Submission, Receipt and opening of proposals

- 2.5.1 The technical proposal and the financial proposal (if required) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the individual tenderer. Any such corrections must be initialed by the individual tenderer.
- 2.5.2 For each proposal the individual tenderer shall prepare the proposals in the number of copies indicated in the special conditions of contract. 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 duly marked “**FINANCIAL PROPOSAL**”. Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring entities address and marked “**Technical Proposal for RFP FOR REQUEST FOR PROPOSALS (RFP) FOR PROVISION OF SERVICE DELIVERY PLATFORM & PAYMENT SOLUTION FOR MWANANCHI GAS PROJECT – Tender Reference No. NOCK/PRC/03(1339)2017-2018**” and clearly marked “**DO NOT OPEN BEFORE 29th December, 2017 AT 1100HRS (EAST AFRICAN TIME)**”.
- 2.5.4 The completed Technical and Financial proposals must be delivered at the submission address on or before the time and date of the submission of the proposals indicated in the appendix to the instructions to tenderer. Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the individual tenderer unopened. For this purpose the inner envelope containing the technical and financial proposals will bear the address of the individual tenderer submitting the proposals.
- 2.5.5 After the deadline for submission of proposals, the outer envelope and the technical proposals shall be opened immediately by the opening committee. The financial proposals shall be marked with the individual tenderer’s number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening them.

2.6 Evaluation of the Proposal (General)

- 2.6.1 From the time the proposals are opened to the time of the contract award, if any individual tenderer wishes to contact the procuring entity on any matter relating to his/her proposal, he/ she should do so in writing at the address indicated in the appendix to the instructions to tenderer. Any effort by an individual tenderer to influence the procuring entity’s staff in the evaluation of proposals companion proposals or awards of contract may result in the rejection of the individual tenderer’s proposal.
- 2.6.2 The evaluation committee shall have no access to the Financial Proposal, which in any case will remain sealed, until the technical evaluation is concluded or finalized.

2.7 Evaluation of Technical Proposals

- 2.7.1 The evaluation committee appointed by the procuring entity to evaluate the proposals shall carry out the evaluation of technical proposals following the criteria set out in the terms of reference based on the following points criteria.

- 2.7.2 Any proposal which will be examined and found not to comply with all the requirements for submission of the proposals will be declared non responsive. All the proposals found to have complied with all the requirements for submission of proposal shall be declared responsive by the evaluation committee.
- 2.7.3 Each responsive proposal will be given a technical score (ST). Any technical proposal which fails to achieve the total minimum score indicated in the appendix to the information to tenderer shall be rejected at this stage and will not proceed to the next stage of evaluation. The respective financial proposal will be returned to the individual tenderer unopened.

2.8 Opening and Evaluation of Financial Proposals

- 2.8.1 After completion of the evaluation of Technical proposals the procuring entity shall notify the individual tenderer whose proposal did not meet the minimum technical score or were declared non responsive to the RFP and terms of reference. The notification will indicate that their financial proposals shall not be opened and will be returned to them unopened after the completion of the selection process and contract award. At the same time, the procuring entity shall simultaneously notify all the tenderers who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by the procuring entity for opening their financial proposal. They will also be invited to attend the opening ceremony if they wish to do so.
- 2.8.2 The financial proposals shall be opened by the procuring entity in the presence of the individual tenderers who choose to attend the opening. The name of the individual tenderer, the technical score and the proposed fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial proposals.
- 2.8.3 The individual tenderer proposals will be ranked according to their combined technical score (st) and financial score (sf) using the weights indicated in the appendix to the instructions to tenderer. Unless otherwise stated in the appendix to the instructions to tenderers, the formula for the combined scores shall be as follows;

$$S = ST \times T\% + SF \times P\%$$

Where

S, is the total combined scores of technical and financial scores

ST is the technical score

SF is the financial score

T is the weight given to the technical proposal and

P is the weight given to the financial proposal

Note P + T will be equal to 100%

The individual tenderer achieving the highest combined technical and financial score will be invited for negotiations.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address indicated in the appendix to the information to tenderer. The purpose of the negotiations is for the procuring entity and the individual tenderer to reach agreements on all points regarding the assignment and sign a contract.
- 2.9.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the individual tenderer to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.
- 2.9.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the individual tenderer whose proposal achieved the second highest score to negotiate a contract.

2.10 Award of Contract

- 2.10.1 The Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.10.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.10.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

Award Criteria

- a. The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- b. The contract will be awarded before commencement of negotiations. After negotiations are completed the procuring entity will promptly notify the other individual tenderer that they were unsuccessful and return the financial proposals of the individual tenderers who did not pass technical evaluation.
- c. The selected individual tenderer is expected to commence the assignment on the date indicated in the appendix to the information to tenderer or any other date agreed with the procuring entity.

2.11 Confidentiality

2.11.1 Information relating to evaluation of proposals and recommendations of contract award shall not be disclosed to the individual tenderer who submitted the proposal or to other persons not officially concerned with the process, until the winning individual tenderer has been notified that he/she has been awarded the contract.

2.12 Appendix to information to tenderer

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

Instructions to tenderers	Particulars of appendix to instructions to tenderer
2.1	<p>Particulars of eligible tenderer</p> <p>To be eligible to tender, in addition to the requirements given, the tenderer if previously contracted by National Oil to offer similar services, must not have had any negative evaluation for poor performance.</p> <p>a) The tenderer shall provide the following mandatory requirements (failure to submit the mandatory requirements will lead to disqualification from the tender process – preliminary evaluation)</p> <ul style="list-style-type: none"> • Copy of Certificate of Registration/Incorporation. • Copy of valid Tax Compliance Certificate • Copy of Communication Authority of Kenya (CAK) licence & Central Bank of Kenya(CBK) approval • The tenderer’s Authority Letter allowing National Oil to seek references from the tenderer’s clients. • Duly filled, signed and Stamped Confidential Business Questionnaire. (Section III _Standard Forms) • Duly filled, signed and stamped Bidder’s Declaration and Integrity Pact (Section III _ Standard Forms). <p>The successful tenderer shall present certified copies of the above legal documents where applicable.</p> <p>b) Other requirements</p> <ul style="list-style-type: none"> • The tenderer’s Authority Letter allowing National Oil to seek references from the tenderer’s clients. • Written references in similar and/or other assignments. • Is not limited or debarred under any of the provisions of the Public Procurement and Asset Disposal Act, 2015 and the Public Procurement and Disposal Regulation, 2006 to enter into a Contract; • Must not be bankrupt or in the process of being wound-up and is not the subject of legal proceedings for the purposes hereof;

Instructions to tenderers	Particulars of appendix to instructions to tenderer																		
	<ul style="list-style-type: none"> Provide information regarding current litigation(s) in which the tenderer is involved (if any); 																		
2.4.3	The currency to be used is Kenya Shillings.																		
2.7	<p>Evaluation and comparison of tenders</p> <ul style="list-style-type: none"> Tenderers will be required to pass the preliminary evaluation having submitted all the requested mandatory documentation before being considered for technical evaluation. The evaluation criteria summarised below will be used to evaluate the technical responsiveness of the tenders. The complete technical evaluation criterion for each component of the PROVISION OF SERVICE DELIVERY PLATFORM & PAYMENT SOLUTION FOR MWANANCHI GAS PROJECT. <p>Evaluation Criteria The Schedule below shall be used as the technical evaluation criteria for the tender for provision of PROVISION OF A SERVICE DELIVERY PLATFORM & PAYMENT SOLUTION FOR MWANANCHI GAS PROJECT. Quality and Cost Based Selection(QCBS) shall be the method for evaluating the proposals</p> <p>EVALUATION CRITERIA</p> <table border="1" data-bbox="368 1111 1422 2007"> <thead> <tr> <th data-bbox="368 1111 416 1193">#</th> <th data-bbox="416 1111 975 1193">Requirement</th> <th data-bbox="975 1111 1203 1193">Supporting Documents</th> <th data-bbox="1203 1111 1422 1193">Score</th> </tr> </thead> <tbody> <tr> <td data-bbox="368 1193 416 1361">1.</td> <td data-bbox="416 1193 975 1361">Bidder MUST demonstrate intergration of Sustainable Development Goals (SDGs) in their overall business environment and operations</td> <td data-bbox="975 1193 1203 1361">Policy Document</td> <td data-bbox="1203 1193 1422 1361">5Marks</td> </tr> <tr> <td data-bbox="368 1361 416 1576">2.</td> <td data-bbox="416 1361 975 1576">The bidder must show proof of existing relationships with key payment platforms enabling partners including but not limited to financial institutions and Telcom service providers.</td> <td data-bbox="975 1361 1203 1576">Partnership Agreements</td> <td data-bbox="1203 1361 1422 1576">10Marks</td> </tr> <tr> <td data-bbox="368 1576 416 2007">3.</td> <td data-bbox="416 1576 975 2007"> Bidder MUST have a minimum of 2 consultants with at least 5 years experience in development, implementation & support of USSD based payment solutions backed with: <ul style="list-style-type: none"> a) 5years' experience in development of USSD based mobile solutions and interfaces b) 5years' experience in performance issues with Payment solution </td> <td data-bbox="975 1576 1203 2007">Consultant CVs</td> <td data-bbox="1203 1576 1422 2007"> 10Marks (5 Marks per Consultant) 10Marks </td> </tr> </tbody> </table>			#	Requirement	Supporting Documents	Score	1.	Bidder MUST demonstrate intergration of Sustainable Development Goals (SDGs) in their overall business environment and operations	Policy Document	5Marks	2.	The bidder must show proof of existing relationships with key payment platforms enabling partners including but not limited to financial institutions and Telcom service providers.	Partnership Agreements	10Marks	3.	Bidder MUST have a minimum of 2 consultants with at least 5 years experience in development, implementation & support of USSD based payment solutions backed with: <ul style="list-style-type: none"> a) 5years' experience in development of USSD based mobile solutions and interfaces b) 5years' experience in performance issues with Payment solution 	Consultant CVs	10Marks (5 Marks per Consultant) 10Marks
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Instructions to tenderers	Particulars of appendix to instructions to tenderer		
		<p>systems, including investigating and solving these issues</p> <p>c) 5years' knowledge of payments solutions and related server configuration specifics in relation to performance issues</p> <p>d) 5years' Knowledge of Payment Solution customizations and their integration with ERPs and the related performance problems that can be caused with large custom implementations</p>	<p>(5 Marks per Consultant)</p> <p>10Marks (5 Marks per Consultant)</p> <p>10Marks (5 Marks per Consultant)</p> <p>Total-40 Marks</p>
	4.	The Bidder MUST have implemented a comprehensive a registration and/or payment solution in at least one public sector / government project funded by Kenyan government	Copy of contract 05 Marks
	5.	Bidder must have a trust of independent audit firm(s)	Valid Binding agreement 05 Marks
	6.	Bidder must provide at least three (3) referees, one of which must be from a government entity operating in Kenya	Bidder's Reference Letters 15 Marks (i.e 5 Marks each)
	7.	<p>Bidder must show proof that the tariff levied is in line with the project objective of enhancing LPG penetration while reducing deforestation and ensuring overall support of the Sustainable Development Goals (SDGs).</p> <p>The tariff structure must show how the initial cost incurred in developing the solution will be recovered through a transactional charges to the end user over the first 6 months of the project and use of the solution with approximately 1.2million cylinder transactions.</p>	Tarriff structure detailing all customer charges per transaction over time 10 Marks

Instructions to tenderers	Particulars of appendix to instructions to tenderer		
	8. Consultant MUST outline a comprehensive implementation plan for delivering the solution (Go-Live) within one month from the time of contract signing.	Implementation Plan & Gantt Chart (10 Mks each)	10 Marks
		TOTAL	100 Marks
<p>To be considered technically responsive the tenderers must score a minimum of 70% of the total 100 points summarized above. Only tenderers who score 70% and above will proceed to the financial evaluation. Tenderers whose Technical Proposals do not meet the minimum qualifying pass mark of 70% shall have their Financial Proposals returned unopened.</p> <p>To be considered technically responsive, a bidder must score more than 70 marks out of the possible 100Marks</p> <p>NB:- Bidder must demonstrate solutions' adaptability to future business needs and its use in other business channels within the Organization.</p>			
<p>FINANCIAL EVALUATION & OVERALL SCORING</p> <p>The financial proposals will be given a weight of 30</p> <p>The formulae for determining the Financial Score (Sf) shall be; $Sf = 30 \times Lp/P$ <p>Where: Sf is the financial score; Lp is the lowest priced financial proposal; and P is the price of the proposal under consideration.</p> <p>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 and P=the weight given to the Financial Proposal);</p> <p>Total combined score (I) = T + P.</p> <p>The combined technical and financial score, S, is calculated as follows:-</p> $I = T + P$ <p>Where T = technical score weighted out of 70 P = financial score weighted out of 30</p> <p>The firm achieving the highest combined technical and financial score will be invited for negotiations at a date to be communicated, which will inform award. Negotiations will be held at National Oil Corporation of Kenya, Kawi House</p> </p>			

Instructions to tenderers	Particulars of appendix to instructions to tenderer
	Complex, South C, Red Cross Road off Popo Road P.O Box 58567 – 00200, Nairobi
Section VII	Particulars of professional Indemnity Cover. The amount of Professional Indemnity cover shall be 10% of the Contract Price from an Insurance Company duly recognized by the Public Procurement Regulatory Authority (formerly PPOA).
Section VII	<p>It is a requirement that both National Oil and prospective suppliers of goods, services and works observe the highest standards of ethics during the procurement and execution of contracts.</p> <p>In pursuance of this policy, National Oil requires that all bidders concerned take measures to ensure that no transfer of gifts, payments or other benefits to officials of National Oil and/or procurement/management staff with decision making responsibility or influence occurs. In this regard, National Oil will require all tenderers to sign, as part of the tender documents, an Integrity Pact (Section VII – Standard forms). Non-delivery of the Bidders Declaration and Integrity Pact (Section VII – Standard forms) duly undersigned by the chief executive or legal representative of the tendering party will result in exclusion of the bid/quotation from the procurement process.</p> <p>National Oil reserves the right to suspend or cancel a tender/quotation if corrupt practices of any kind are discovered at any stage of the award process.</p>

3. SECTION III – DESCRIPTION OF SERVICES

TERMS OF REFERENCE FOR PROVISION OF A SERVICE DELIVERY PLATFORM & PAYMENT SOLUTION FOR MWANANCHI GAS PROJECT.

The Government of Kenya through the Ministry of Energy and Petroleum is rolling out a robust programme for enhancing LPG penetration in Kenya. National Oil Corporation of Kenya is the implementing agency for this project and the Corporation has been developing a robust distribution to support the roll out and penetration of liquefied petroleum gas (LPG) across the country.

This project aims to distribute on average 1.2 million discounted cylinders annually to households that would have otherwise not been able to afford the fully priced cylinder. The objective is to drive LPG penetration from approximately 10% currently to 70% within the next 3 years helping to improve the quality of life for the majority of Kenyans through among others:

- Reducing the associated pulmonary and chest health effects associated with sustained use of firewood and charcoal
- Reducing the amount of time women and children spend in collecting firewood to allow them to channel that time into other gainful activities
- Reducing the pressure on the environment from deforestation arising from search for fuel.

The customer journey involves early vetting to identify suitable beneficiaries, registration of eligible citizens, payment for the cylinder, collection of cylinder at designated distribution centres and subsequent refilling through retail outlets at the closes market centre.

The project has already been rolled out on pilot basis in Kajiado and Machakos. Part of the lessons drawn from this pilot is the need to develop a robust registration and trading platform for managing all aspects of the customer engagement for this project. In this regard, the solution will handle the following among other functionalities:

- i. Registration of beneficiaries and automatic referencing of customer registration information (ID) with the IPRS database. Registration controls should be robust to ensure a beneficiary household can access only one discounted cylinder
- ii. Payment platform for purchases of LPG by end users, distributors and retailers
- iii. Trading platform for distributors and retailers

- iv. Management of LPG refills for end users
- v. Act as a platform on which banks and other lenders can provide micro-lending to end users to enable them make LPG purchases
- vi. Generate KPIs and dashboards on
- vii. Provide full suite of customer relationship management tools for management of players within the supply chain and end users
- viii. Host geotagged and geolocation data for all beneficiaries
- ix. Information dissemination platform for distributors, retailers and end users

A. Scope of Work & Technical Requirements of the System

Specifically the solution is expected to cover the following among others:

- a) Robust registration and transacting platform for LPG end users, distributors and retailers
- b) Multi-channel (web, USSD and mobile app) centralized service delivery platform to manage customer information such as contacts, location address, beneficiary management, transaction history, credit history and repayments history, assets issued e.g. gas cylinder and accessories.
- c) The service delivery platform will be accessible via different channels including web, mobile USSD as well as mobile app. NOCK customer service agents will also use the same centralized platform web channel or mobile app to serve customers at the cylinder collection centres.
- d) Capacity for registration of beneficiaries to be carried out via USSD, web portal or mobile application by authorised personnel at distribution centres or remotely with details of names, national ID, mobile number, location etc
- e) Generate a unique customer identification number which shall be the unique identifier for the customer in all subsequent transactions
- f) Web, USSD , mobile app self-care ,social media integration functionality will allow for customer self-pre-registration before presentation at the cylinder collection centre for vetting and issuance. Self-service functionality will also allow for information inquiry and update, trouble-ticket creation and tracking, as well as act as a feedback channel and social media sentiments. The feedback channel will also utilize advanced data analytics to track customers' opinions and experiences across multiple channels over time to support operational goal setting.

- g) Linkage to the Integrated Population Registration System (IPRS) for KYC and validating beneficiary identity details using their National ID Number to curb double allocation and fake registrations.
- h) Act as a communication platform with registered beneficiaries through bulk SMS notifications on important information such as payment options and collection dates. The service delivery platform will also be useful for conducting SMS campaigns and for sending notification reminders to beneficiaries.
- i) The platform will be a robust information and knowledge management platform on all matters LPG including correct usage, safety, emergency numbers, prices, promotions, closest LPG shop / collection centre, as well as information and requirements to register as a customer, distributor, wholesaler or retailer.
- j) Generation of electronic collection vouchers for initial purchase and also for subsequent refills after payment has been received to enable beneficiaries collect the cylinder. The collection voucher will be dispensed via SMS and/or Email as well as in-app notifications through the mobile app.
- k) Authenticate registered beneficiary details i.e. ID number, registered phone number, payment information and assign the collected cylinder to the customer account at the point of collection or refill.
- l) Provide electronic payment application interphases (API's) that the customer will be able to fund their accounts (mobile wallets) using mobile money (M-PESA, Airtel Money, Equitel, Orange Money) as well as direct bank transfer (PesaLink and any other bank payment and loan origination platforms) into National Oil collection accounts. The platform will allow online/electronic transactions and payments.
- m) The platform will incorporate a standards-based integration platform that will leverage open standards and web services for integration to external systems such as IPRS, Payment gateways, USSD and SMS gateways as well as National Oil back-office systems such as Inventory management, RFID, Barcode Tagging and the financial system.
- n) Integrate into the National Oil Oracle ERP system for management of inventory, sales etc.
- o) Customer relationship management solution offering that will also include management and tracking performance of field operations staff who are tasked with home visits to promote LPG usage
- p) Provide extensive reporting and analytics capability on customer data as well as sales

performance, at aggregation level in form of dashboards as well as detailed drill downs for more in-depth analysis on financial performance, geo-location analytics and social impact.

- q) Create clear audit trail through web-based portal that has capability to download and export various analytical reports to Excel and PDF for reports sharing. The reports will include transactional and master data thus helping the Corporation and the Government to build a robust database of consumer patterns for domestic fuel in a format that will allow further analysis.
- r) The platform should provide real-time insights into supply and demand, relying on inbuilt data analytics and dashboards to detect supply-side problems early to lower production cost, boost efficiency and identify demand-side business opportunities.
- s) Robust website providing information to end users, retailers and distributors including:
 - Registration criteria and registration details
 - LPG usage, benefits and safety messages
 - What to do in an LPG emergency and emergency contacts
 - Distribution/retail centre locator
 - Audiovisual clips on various topical areas in LPG
 - Cooking recipes
- t) The system will provide mechanisms for a loyalty programme covering end users, distributors and retailers
- u) The branding of the solution must be to National Oil's requirements & specifications to enhance Corporation's visibility and agility of payments.

Once developed, the solution in its entirety, as well as associated workflows and data generated will belong to National Oil.

Due to the volume of transactions that are expected to be handled by the platform, the developer will provide full technical support and hosting with guaranteed 99.99% system availability for an agreed annual or per transaction fee until the Corporation has acquired the infrastructure and capability to fully host the solution in-house.

B. Bidder Requirements

- e) Bidder must have at least 5 years' experience in the implementation and support of payment solutions.
- f) Must have in depth previous experience in performance issues with Payment solution systems, including investigating and solving these issues
- g) In depth knowledge of payments solutions and related server configuration specifics in relation to performance issues
- h) Knowledge of Payment Solution customizations and their integration with ERPs and the related performance problems that can be caused with large custom implementations
- i) Bidder must structure and demonstrate how the initial cost incurred in developing the solution will be recovered through transactional charges to the end user over the first 12 months of the project.
- j) Bidder must show proof that the tariff levied is in line with the project objective of enhancing LPG penetration while reducing deforestation and support of the Sustainable Development Goals.
- k) Bidder must provide at least three (3) referees, one of which must be from a public sector entity
- l) Bidder must be approved & regulated by CAK and/or CBK
- m) Bidder must have a trust of independent audit firm(s)
- n) Bidder must demonstrate solutions' adaptability to future business needs and its use in other business channels within the Organization.

C. Expected Outputs

Comprehensive implementation of a registration & Payment solution resulting in:

- Accurate Registration & payment data capture by authorized registration team personnel who shall be based in the field.
- Accurate system data transmission
- A clear audit trail
- Accurate data transmission, processing and information / report retrieval from the system
- Accurate reporting

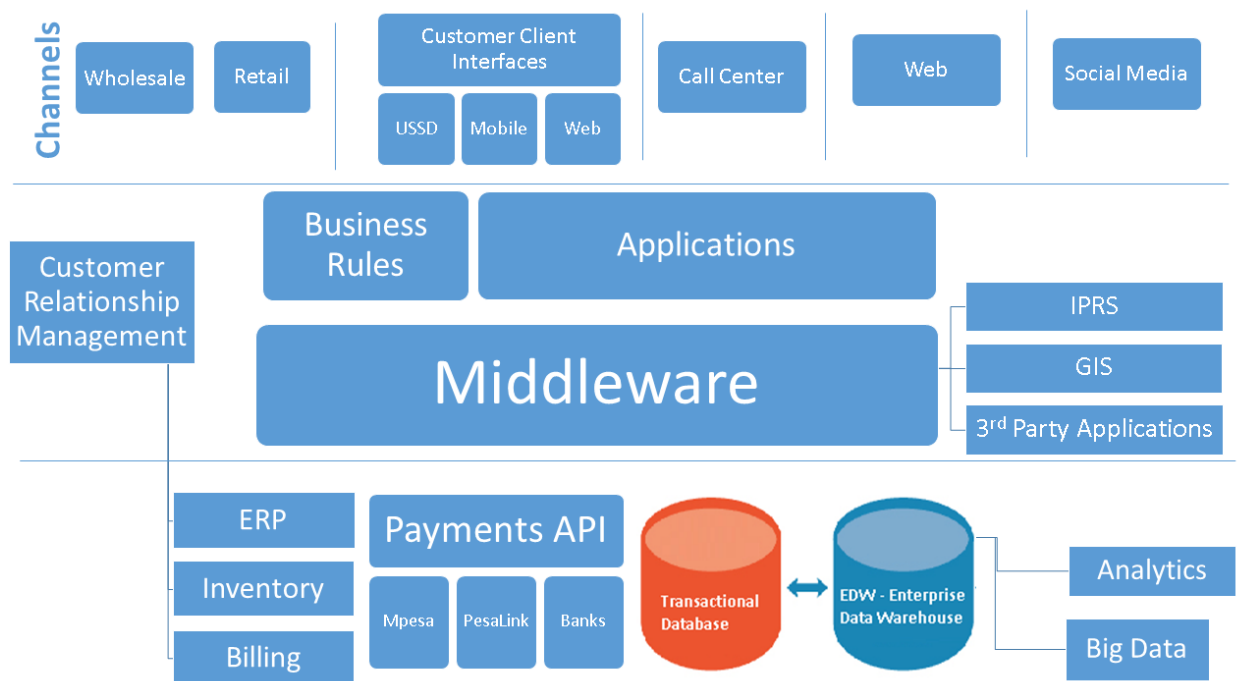
D. Implementation Arrangements

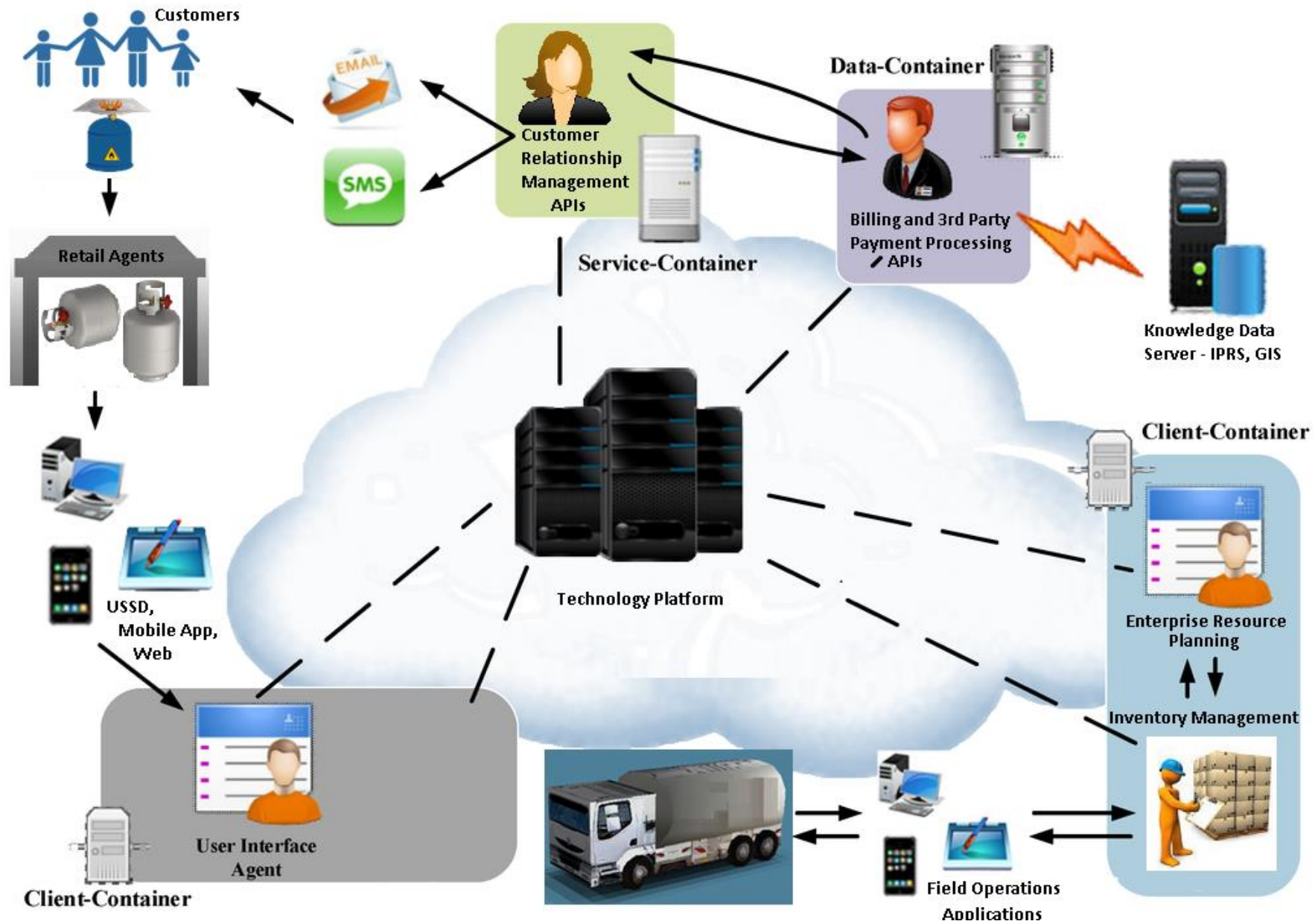
- 1) The first phase of the solution incorporating the registration and payment, should be ready and implemented within one month for the award and therefore during the tender bidders should submit a clear implementation roadmap with clear weekly deliverables / milestones
- 2) It is expected that the consultants should bring their own laptops
- 3) Performance Testing Tools will be provided by successful bidder
- 4) Successful bidder will report to the NOC Management. And shall submit to the National Oil Management a weekly work status / progress reports summarizing the milestones achieved during the week and those planned for the succeeding week
- 5) Successful bidder will be required to operate on site for the entire duration of the contract period

TECHNICAL REQUIREMENTS

Conceptual Architecture

The platform should facilitate customer engagement across multiple channels. It should include multiple application interfaces for customer interaction, field operations, inventory management, billing and payment processing.





5.1. Solution Capabilities & Technical Compliance

		Fully Supported (FS)	Partially Supported (PS)	Not Supported (NS)	Bidder Comments
MODULE 1: CUSTOMER DATA MANAGEMENT					
Functionality	Specification				
Searchable Knowledge Base	1. Ability to have an inbuilt knowledge base where reference information can be stored and easily updated.				
	2. Ability to support the dynamic knowledge base with capability to hold varied customer service information				
	3. Ability to have varied search criteria for quick referencing from the Knowledge base				
360 - Degree view of customer information	1. Ability to view all customer information from the systems in one screen (e.g. contacts, transactions, billing history, support tickets, assets, accessories etc.)				
Workflow Management	1. System should workflow automation for various business processes including approval workflows, customer authorization, retail agent processes, invoicing, etc.				

		Fully Supported (FS)	Partially Supported (PS)	Not Supported (NS)	Bidder Comments
Customer Information Management	1. Ability to capture customer data as well as contacts, location & address, billing information.				
	2. Ability to capture contact restrictions and preferred mode of communication (SMS, Email, Call).				
	3. Ability to search for customer information using simple search criteria e.g. Name, ID No, Contacts etc.				
	4. Ability to search for customer information using advanced search criteria e.g. Account number/date/time of transaction, Transaction reference, etc.				
	5. Web, USSD self-care functionality will allow for customer self-pre-registration before presentation at the cylinder collection centre for vetting and issuance. Agents will in addition have mobile app as a channel.				
	6. Ability to capture organizations as well as persons in the customer data model.				
	7. Fully featured native mobile app for the retail agents to be developed for Android, iOS, and Windows.				

		Fully Supported (FS)	Partially Supported (PS)	Not Supported (NS)	Bidder Comments
Customer Support and Service Management	The Customer Support and Service Management must have the following capabilities:				
	1. Ability to support a visual dashboard with summarized customer information to different levels within the NOCK.				
	2. Provide a view listing of all previous customer interactions with customer service.				
	3. Ability to create tasks and assign them to other employees/resources				
	4. Send e-mails directly from the system, set alerts and reminders during request resolutions				
	5. Automatically generate case reference numbers to tasks/requests				
	6. Enable assignment of created requests to other resource (s)				
	7. Automatically launch a workflow for service request management				
	8. Ability to support automatic assignment of Service requests resources based on predetermined criteria				
	9. Ability to notify assignees of work assignments electronically e.g. mail, sms as well as in-app notifications.				

		Fully Supported (FS)	Partially Supported (PS)	Not Supported (NS)	Bidder Comments
	10. Enable the assignees to update the status of the tasks/requests assigned to them including details of time and materials used.				
	11. The system should be able to set resolution and response time, SLAs, Priorities and auto escalation parameters.				
	12. Ability to trigger an escalation once an SLA has been violated				
	13. Ability to link a customer's case to all activities that relate to this case				
	14. Ability to load scanned documents as attachments to customer cases and activities				
	15. Ability to convert incoming customer requests from E-mail, SMS, Telephone, web requests into trackable customer cases with unique reference numbers.				
	16. Self-service functionality should allow for information inquiry and update, trouble-ticket creation and tracking, as well as act as a feedback channel.				
Data Management	1. Provide for a data warehouse for reporting separate from the transactional database.				

		Fully Supported (FS)	Partially Supported (PS)	Not Supported (NS)	Bidder Comments
	2. Ability to carry out advanced data analytics on customer data e.g. machine learning				
	3. Inbuilt data management capabilities including query accelerators, data cleansing tools, caching and multi-dimensional queries support.				
	4. Have an integrated ETL Engine for data integration with external systems				
	5. Ability to relate and consolidate customer data from different systems				
	6. Report on duplication by using defined matching keys for identification				
	7. The platform should provide an unprecedented level of real-time insight into everything on matching supply to demand, relying on algorithms to detect problems earlier than ever before possible to lower production cost, boost efficiency and identify business opportunities.				
Integration with Contact Centre System	1. Support Multi-Channel Interaction including outbound/inbound telephony, E-mails, Web, SMS, USSD, and instant messaging/chat.				
	2. Ability to do Screen-pop and present data widgets from external systems.				
	3. Ability to support web surveys				

		Fully Supported (FS)	Partially Supported (PS)	Not Supported (NS)	Bidder Comments
	4. Ability to record interaction outcomes, results and reason codes				
	5. Ability to attach documents from the knowledge base while composing responses to customer e-mails				
	6. Ability to update interaction history				
MODULE 2: MIDDLEWARE / Integration Platform					
External integration using middleware	Must have the ability to link the service delivery system to and push/pull information from the following systems: The information displayed in the system should match the data held in the back-office systems.				
	1. Integration with existing ERP system for inventory management and financial information.				
	2. Contact Centre System				
	3. MIS Reporting Tool (Data Warehouse Solution)				
	4. E-mail system				

		Fully Supported (FS)	Partially Supported (PS)	Not Supported (NS)	Bidder Comments
	5. Payment solution: Provide electronic payment channels that the customer will be able to fund their accounts using mobile money (M-PESA, Airtel Money, Equitel and Orange Money) as well as direct bank transfer (PesaLink) into National Oil collection accounts. The platform will allow online/electronic transactions and payments.				
	6. Integrated Population Registration System (IPRS) for customer identity verification.				
	7. GIS for location mapping				
	8. Any other systems that NOCK may wish to integrate to.				
MODULE 3: MARKETING AND CAMPAIGN MANAGEMENT					
Campaign Management	1. Integrate with Contact Centre's system for telemarketing campaigns				
	2. The system must have the ability to handle different kinds of campaigns				
	3. Must be able to produce campaign reports e.g.: -Response Rate of the campaign -Effectiveness of the campaign -Lead generation reports				

		Fully Supported (FS)	Partially Supported (PS)	Not Supported (NS)	Bidder Comments
	4. Ability to do Customer Profiling/Modeling/Scoring/Segmentation				
	5. Analyze customer responses to marketing and sales campaigns				
	6. Analyze customer revenue patterns to identify areas of revenue improvement				
	8. Manage customer attrition				
	9. Perform customer valuations				
	10. Identify top prospects for targeted marketing campaigns				
	11. Capture information on efficiency of direct sales efforts.				
Campaign Planning and Marketing Management	1. Ability to create and manage marketing campaigns				
	2. Ability to assign metrics to a campaign				
	3. Ability to assign a resources/team to a campaign				
	4. Ability to create events				
	5. Attach notes and attachments to a campaign/events				
	6. Ability to support list management including import/export of prospective customer data.				
MODULE 4: CUSTOMER DATA ANALYTICS AND REPORTING					

		Fully Supported (FS)	Partially Supported (PS)	Not Supported (NS)	Bidder Comments
	1. Ability to generate a broad spectrum of reports e.g. - Enquiries received through E-mail/Calls/SMS etc. -Escalation tracking reports -Case per service type -Case per Agent and Resolution time -Case per category report (Open, Assigned to, Pending, Closed -Aging Analysis report -Segmentation reports - Revenue reports -Any other reports that users may require from the system (Ad hoc reports)				
MODULE 5: SALES MODULE					
Forecasting	1. Report revenues by account, opportunity, product, product line, employee, partner, division, organization or project.				
	2. Create snapshots of revenue information over time for historical analysis				
	3. Perform real-time analysis of revenues using charts and reports				
	4. Access projected margins, cost, best case, and worst case				

		Fully Supported (FS)	Partially Supported (PS)	Not Supported (NS)	Bidder Comments
	5. Report on recurring revenues by account, project etc.				
Quotation and Order Management	1. Guide Sales teams to ensure that complex product and service recommendations fully meet customer requirements				
	2. Ensure consistent, accurate and up to date pricing - irrespective of the sales channel				
	3. Generate accurate quotes, capture customer orders, confirm product availability and track orders to the end				
Partner Relationship Management	1. Ability to capture recruitment and enrollment information of new distributors and retailers				
	2. Ability to capture certification and training information for partners (distributors and retailers)				
	3. Ability to share information with partners				
Performance Management	1. Increase revenue and profitability by employing incentive compensation				
	2. Develop, implement and manage compensation plans to retain and motivate distributors and retailers				

		Fully Supported (FS)	Partially Supported (PS)	Not Supported (NS)	Bidder Comments
NON-FUNCTIONAL REQUIREMENTS					
Security and Audit Functionality	1. The system should be secure and must maintain an audit trail of all actions including login attempts, viewed screens and reports, data exported etc. 2. System should have support for data encryption for sensitive information. 3. Secure access across all channels i.e. web, sms, ussd and mobile app				
High-Availability	1. The application should be highly available and bidder must demonstrate how they will ensure that unplanned outages are eliminated.				
Scalability	1. The application should be highly scalable and architected to support a country-wide rollout after the initial pilot in six counties				

4. SECTION IV – TECHNICAL PROPOSAL (TP)

Notes on the Preparation of Technical Proposal

The technical proposal shall be prepared and submitted by the tenderer.

- 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.
- 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 unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

It shall contain the following:-

1. All the required **Mandatory Documentation** to be submitted by the tenderer (Preliminary Evaluation)
 - Copy of Certificate of Registration/Incorporation.
 - Copy of valid Tax Compliance Certificate
 - Copy of valid license from Communication Authority of Kenya (CAK) &/or Central Bank of Kenya(CBK)
 - The tenderer's Authority Letter allowing National Oil to seek references from the tenderer's clients.
 - Duly filled, signed and Stamped Confidential Business Questionnaire. (Section III Standard Forms)
 - Duly filled, signed and stamped Bidder's Declaration and Integrity Pact (Section III Standard Forms).
2. Technical Proposal Submission Form
3. Consultant's References
4. Comments and suggestions of Consultant on the Terms of reference and on data, services and facilities to be provided by the procuring entity
5. Description of the methodology and work plan for performing the assignment
6. Team composition and Task assignments
7. Format of Curriculum Vitae (CV) for proposed professional Staff
8. Time schedule for professional Personnel
9. Activity (work schedule)
10. Confidential Business Questionnaire
11. Bidder's Declaration & Integrity Pact



a) **TECHNICAL PROPOSAL SUBMISSION FORM**

[_____ *Date*]

To: National Oil Corporation of Kenya
P.O Box 58567 – 00200
NAIROBI

Ladies/Gentlemen:

We, the undersigned, offer to provide the services for _____
_____ [*Title of the 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.

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:*]

b) 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:	Clients contact person for the assignment.
Address:	No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):
	Approx. Value of Services (KShs)
Name of Associated Tenderer. If any:	No of Months of Professional Staff provided by Associated Tenderer:
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; _____

c)

COMMENTS AND SUGGESTIONS OF TENDERER ON THE TERMS OF REFERENCE FOR PROVISION OF A SERVICE DELIVERY PLATFORM & PAYMENT SOLUTION FOR MWANANCHI GAS PROJECT.

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.

d) **DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

e) **TEAM COMPOSITION AND TASK ASSIGNMENTS**

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task



f)

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 authorized representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____



g)

TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Weeks (in the Form of a Bar Chart)

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

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

h) FORMAT OF ACTIVITY (WORK) SCHEDULE

(a). Activity

[1st, 2nd, etc, are weeks/days from the start of assignment)

	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	17 th
Activity (Work)												

NB: Please note that, the format depicts an example (prototype) of the timelines. However the actual timelines need to be provided.

(b). Highlight the reports to be submitted at prescribed estimate intervals

<i>Details of report remarks</i>	<i>Estimate Date intervals</i>

5. SECTION V – FINANCIAL PROPOSAL (FP)

Notes on the Preparation Financial Proposal

The financial proposal shall be prepared and submitted by the tenderer. It shall contain the following.

- (a) Submission letter indicating total fees – form of tender
- (b) The tenderer's financial proposal which shall compose of the duly filled Form of Tender, and printed duly filled signed and stamped Price Schedule, properly bound and clearly labeled **“Financial Proposal - RFP FOR PROCUREMENT OF A SERVICE DELIVERY PLATFORM & PAYMENT SOLUTION FOR MWANANCHI GAS PROJECT – Tender Reference No. NOCK/PRC/03(1339)2017-2018”**

shall be submitted as one (1) ORIGINAL which shall be clearly marked “ORIGINAL” as appropriate and one (1) “COPY” which shall be clearly marked as such.

- (c) The Bidders are to attach a separate price schedule detailing the cost of each assignment.

(To be prepared by the tenderer as appropriate)



1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ *[Date]*

To: National Oil Corporation of Kenya
P.O Box 58567 – 00200
NAIROBI

Ladies/Gentlemen:

We, the undersigned, offer to provide the services for (_____) *[Title of the 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. PRICE SCHEDULE OF SERVICES (a separate sheet in the same format may be used in event that the space provided is limited)

Financial Proposals

This shall contain the tenderer's financial proposal which shall compose of the duly filled Form of Tender, and duly signed Price Schedule, properly bound and clearly labeled **“Financial Proposal - RFP FOR PROCUREMENT OF A SERVICE DELIVERY PLATFORM & PAYMENT SOLUTION FOR MWANANCHI GAS PROJECT – Tender Reference No. NOCK/PRC/03(1339)2017-2018”**

shall be submitted as one (1) ORIGINAL which shall be clearly marked “ORIGINAL” as appropriate and one (1) “COPY” which shall be clearly marked as such.

Signature of tenderer _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

NO HIDDEN COSTS ARE ALLOWABLE. If during contract execution it arises that there are hidden costs then contract termination will be effected.

6. SECTION VI – STANDARD CONTRACT FORM

1. STANDARD CONTRACT FORM

(Lump-sum payments)

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 Tenderer’s name] of [or whose registered office is situated at] _____ [insert Tenderer address] (hereinafter called “the Tenderer”) of the other part.

WHEREAS the Client wishes to have the Tenderer perform the services [hereinafter referred to as “the Services”, and

WHEREAS the Tenderer is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:-

1. **Services**
 - (i) The Tenderer shall perform the Services Specified in Appendix A, “Terms of Reference and Scope of Service, “which is made an integral part of this Contract.
 - (ii) The Tenderer shall provide the personnel listed Appendix B, “Tenderer’s Personnel,” to perform the Services.
 - (iii) The Tenderer shall submit to the Client the reports in the form and within the time periods specified in Appendix C, “Tenderer’s Reporting Obligations.”

(Appendices A, B, and C to be prepared as appropriate)

2. **Term** The Tenderer shall perform the Services during the period commencing on _____ [insert starting date] and 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 Tenderer an amount not to Exceed _____ [insert amount]. This amount has been established based on the understanding

that it includes all the Tenderer's costs and profits as well as any tax obligation that may be imposed on the Tenderer.

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 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 Tenderer of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Tenderer 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, "Tenderer'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 Tenderer undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Tenderer

shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. **Confidentiality** The Tenderer 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 Tenderer for the Client under the Contract shall belong to and remain the property of the Client. The Tenderer may retain a copy of such documents and software.
8. **Tenderer Not to be Engaged in certain Activities** The Tenderer agrees that during the term of this Contract and after its termination the Tenderer and any entity affiliated with the Tenderer 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 Tenderer will be responsible for taking out any appropriate insurance coverage.
10. **Assignment** The Tenderer 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** Kenya 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 chairman of the Chartered Institute of Arbitrators, Kenya branch, On the request of the applying party.



For the Client

Full name _____

Title _____

Signature _____

Date _____

For the Tenderer

Full name _____

Title _____

Signature _____

Date _____

7. SECTION VII – STANDARD FORMS

Notes on the Standard Forms:

a) **Form of Tender**

This form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representative of the tenderer.

b) **Price Schedule**

The tenderer is to fill in the prices as per this schedule the total of which is to be transferred to the form of tender.

c) **Confidential Business Questionnaire Form**

This form must be completed by the tenderer and submitted with tender documents

d) **Tender Security Form**

When required by the tender document the tenderer shall provide the tender security either in the form included therein after or in another format acceptable to the procuring entity.

e) **Contract Form**

The Contract form shall not be completed by the tenderer at the time of submitting the tenderer at the time of submitting the tender. The contract form shall be completed after contract award.

f) **Professional Indemnity Cover**

The Professional Indemnity cover form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide Professional Indemnity Cover in the sum provided herein or in another form acceptable to the procuring entity.

g) **Bank Guarantee for Advance Payment**

When there is an agreement to have Advance payment, this form must be duly completed.

h) **Bidder's Declaration and Integrity Pact**



7.1 **FORM OF TENDER**

Date _____
Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

- 1 Having examined the tender documents including Addenda Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(insert equipment description)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
- 2 We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.
- 3 If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent topercent of the Contract Price for the due performance of the Contract , in the form prescribed by(Procuring entity).
- 4 We agree to abide by this Tender for a period of [number] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 5 This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.
- 6 We understand that you are not bound to accept the lowest or any tender that you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

7.2

PRICE SCHEDULE OF SERVICES
PROVISION OF A SERVICE DELIVERY PLATFORM & PAYMENT SOLUTION FOR
MWANANCHI GAS PROJECT.

PRICING SCHEDULE			
NO	OVERAL PROJECT NAME	DURATION (MONTHS)	LUMPSUM PRICE - VAT INCLUSIVE (KShs)
1	USSD based Registration & Payment Solution for Mwananchi Gas		
Total Price			
PAYMENTS SCHEDULE			
NO	PROJECT NAME	DURATION (MONTHS)	% PAYMENT
1	Down Payment Upon Contract Signing	Within 1 Month after contract signing	15%
2	Upon Actual Delivery Of The Registration & Payment Solution	Within 1 Month after system launch	25%
3	60% to be paid on monthly basis at the rate of 10% per month over the first 6 months via charges to end users	6Months	60%

Signature of tenderer _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

NO HIDDEN COSTS ARE ALLOWABLE. If during contract execution it arises that there are hidden costs then contract termination will be effected.

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

<i>Part 1 – General:</i>			
Business			Name
.....			
Location	of	business	premises.
.....			
Plot No.		Street/Road	
.....			
Postal Address		Tel No.	Fax
.....			
E mail	.....	
Nature of Business ...			
Registration Certificate No.			
Maximum value of business which you can handle at any one time – KShs...			
Name of your bankers Branch			
Part 2 (a) – Sole Proprietor			
Your name in full			Age
Nationality		Country of origin	
• Citizenship details			
Part 2 (b) Partnership			
Given details of partners as follows Name			Nationality
Citizenship Details		Shares	
1.	.....	
2.	.....	
3.	.....	
4.	.....	
Part 2 (c) – Registered Company			
Private or Public			
State the nominal and issued capital of company-			
Nominal KShs.			
Issued KShs.			
Given details of all directors as follows			
	Name	Nationality	Citizenship Details
Shares			
1.	.....	
2.	.....	
3.	.....	
4.	.....	
5.	.....	
Date			
Seal/Signature of Candidate			



7.4 TENDER SECURITY FORM

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

THE CONDITIONS of this obligation are:-

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

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

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

[signature of the bank]



7.5

CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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



7.6 PROFESSIONAL INDEMNITY COVER FORM

To
[name of Procuring entity]

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

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a Professional Indemnity Cover by a reputable Insurance Company for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

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

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

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

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]



7.7 **BANK GUARANTEE FOR ADVANCE PAYMENT**

To
[name of Procuring entity]

[name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, [name and address of tenderer](hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract an amount of [amount of guarantee in figures and words].

We, the [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding [amount of guarantee in figures and words]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]



7.8 BIDDER’S DECLARATION AND INTEGRITY PACT

7.8.1 Bidder’s Declaration

We/I the undersigned, in the capacity of
..... for [name of the
company/firm/individual] certify that the **bidder is not in any of the following situations:**

- 1 Bankruptcy; are the subject of proceedings for a declaration of bankruptcy, or of an order for compulsory winding up or administration by court, or of any other similar proceedings;
- 2 Payments to us have been suspended in accordance with the judgment of a court other than a judgment declaring bankruptcy and resulting, in accordance with our national laws, in the total or partial loss of the right to administer and dispose off our property;
- 3 Legal proceedings have been instituted against us involving an order suspending payments and which may result, in accordance with our national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of our property;
- 4 Are being wound up, or our affairs are being administered by court, or have entered into an arrangement with creditors, or have suspended business activities or are subject to an injunction against running business by a court of law;
- 5 Have been convicted by a final judgment of any crime or offence concerning our/my professional conduct;
- 6 Are guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or execution of a tender already awarded; and
- 7 Are in breach of contract on another contract with the Government of Kenya or other local or international contracting authority or foreign government.
- 8 Have been convicted of an offence concerning our/my professional conduct by a court of law, or found guilty of grave professional misconduct;
- 9 Have not fulfilled obligations relating to payments of taxes or statutory contributions.

If the bidder is in any of the above listed situations, kindly attach documents giving details of the situation.

Names in full: [.....]

Duly authorized to sign this bid on behalf of (bidder’s name):

[.....]

Place and date: [.....]

Stamp of the firm/company:

7.8.2 Integrity Pact

Bidder's Oath to fulfill the Integrity Pact

Accepting that transparent business management and fair public administration are key to social development and national competitiveness, and in an effort to purge corruption and apply sanctions to corrupt businesses, and in full support of the worthy goals of this Integrity Pact, concerning the present tender for _____, all personnel of _____ and its sub-contractors and agents hereby agree that:

1. We shall not conduct any unethical business practices, such as bid-rigging for the sake of a particular bidder to win the bid, or price-fixing. If proven as a fact that we have engaged in bid-rigging for the sake of a particular bidder to win the bid, we shall accept to be prohibited from submitting bids placed by National Oil Corporation of Kenya (herein referred to as NATIONAL OIL) for a period of two (2) years. If proven that we have discussed with other bidders in a bid to fix a price, or rigged a bid for a particular bidder to win the bid, we shall accept the prohibition from submitting bids placed by NATIONAL OIL for a period of two (2) years. If any unethical behaviour is tantamount to a fraudulent practice, we accept that such a case may be handed over to the authorities for investigation and possible prosecution.
2. In the process of bidding, or concluding or execution of a contract, we shall not offer any bribe, gifts, entertainment or any other undue benefits directly or indirectly to related officials, and in case it is proved that we have violated any terms of this Integrity Pact in relation with a bid, or concluding or execution of a contract, or offered bribes for favours in a contract, to win a contract, or facilitate payment which should not have been forthcoming, we shall accept the prohibition from submitting a bid placed by NATIONAL OIL for a period of two (2) years. If proven as a fact that we have offered bribes to NATIONAL OIL or related officials for favours regarding a bid or contract to a bidder or a winning bidder, or for the purpose of faulty execution of the objectives of a contract, we shall accept the prohibition from submitting bids placed by NATIONAL OIL for a period of two (2) years. If proven that we have offered bribes to NATIONAL OIL or related officials in relation to bidding, or concluding or execution of a contract, we shall accept the prohibition from submitting bids placed by NATIONAL OIL for a period of two (2) years.
3. In case it is proven that we have offered bribes to a related official or a NATIONAL OIL official regarding a bid, or concluding or execution of a contract, we shall accept the cancellation of the contract, and shall not file any civil, administrative or criminal appeals.
4. We shall make our best effort to institute a Company Code of Conduct that prohibits bribery, bid rigging/fixing or any other corrupt practices in business relations with officials and NATIONAL OIL, and a company regulation that prohibits any retaliatory acts toward anyone reporting inside corruption.
5. In addition, I confirm on behalf of the bidder that the details included in the bidders profile and experience sheet and our quotation are correct to the best of my knowledge and belief. In addition, we authorize, NATIONAL OIL to seek information from any source to confirm our compliance with the requirements of this Integrity Pact.



6 The bidder authorizes NATIONAL OIL, to seek information from any source, including publication of the name of the bidder to confirm that the bidder is compliant with the requirements of this Integrity Pact.

We shall fulfill this Integrity Pact as a solemn oath made on the basis of mutual trust, and, if and when we win a bid, we shall sign and fulfill the above as a “Special Condition of Contract,” and not file any civil, administrative or criminal appeals regarding any of the above terms.

Dated: _____

Signed by: _____
(Chief Executive/Managing Director)

Full Name printed: _____



7.9 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