



KENYA FORESTRY RESEARCH INSTITUTE

TENDER NO. KEFRI/HQT/013/2018 - 2019-

**PROVISION OF CONSULTANCY SERVICES FOR AUDIT OF INSTITUTE-WIDE ICT
SYSTEMS AND BUSINESS PROCESSES**

REQUEST FOR PROPOSALS (RFP)

CLOSING DATE: TUESDAY, 22ND JANUARY, 2019

TABLE OF CONTENTS

	Page
INTRODUCTION	1
SECTION I. Letter of Invitation	
SECTION II Information to consultants.....	3
Appendix to information to Consultants.....	12
SECTION III Technical Proposal	15
SECTION IV. Financial Proposal	26
SECTION V Terms of Reference.....	34
SECTION VI. Standard Forms of Contract	35

SECTION I - LETTER OF INVITATION

TO: (Name and Address of Consultants)

Date 10th January, 2019

Dear Sir/Madam,

RE: PROVISION OF CONSULTANCY SERVICES FOR AUDIT OF INSTITUTE-WIDE ICT SYSTEMS AND BUSINESS PROCESSES

1.1 The **Kenya Forestry Research Institute** invites proposals for **Provision of Consultancy for Audit of Institute-Wide ICT Systems and Business Processes**

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

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

1.3 Bids should be submitted in a plain sealed envelope (in “**original**” and “**copy**” all clearly marked with the **Tender Reference Number** and addressed to:-

**The Director
Kenya Forestry Research Institute
P.O BOX 20412-00200 City Square
Nairobi**

Or be delivered and placed in the tender box situated at the entrance of the Director’s office at KEFRI Headquarters, Muguga or sent by post so as to reach the above address not later than **Tuesday, 22nd January, 2019, at 10:00 a.m.**

Submitted bids will be opened publicly in the **Auditorium Room at KEFRI Headquarters - Muguga** in the presence of the bidders or their representatives who choose to attend. Late bids will be returned unopened.

1.4 Upon receipt, please inform us

- (a) that you have received the letter of invitation
- (b) whether or not you will submit a proposal for the assignment

Yours sincerely

**HUDSON W. BARASA
DEPUTY DIRECTOR, SUPPLY CHAIN MANAGEMENT**

KENYA FORESTRY RESEARCH INSTITUTE

SECTION II – INFORMATION TO CONSULTANTS (ITC)

Table of Contents

	Page	
2.1	Introduction	
2.2	Clarification and amendment of RFP document	
2.3	Preparation of Technical Proposal	
2.4	Financial proposal	
2.5	Submission, Receipt and opening of proposals	
2.6	Proposal evaluation general	
2.7	Evaluation of Technical proposal	
2.8	Public opening and Evaluation of financial proposal	
2.9	Negotiations	
2.10	Award of Contract	
2.11	Confidentiality	
2.12	Corrupt or fraudulent practices	

SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Client named in the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall not exceed **Kshs.1,000/=**
- 2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client’s address indicated in the Appendix “ITC”. The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but

without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

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

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language.

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

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

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

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

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.

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

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

- 2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.
- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix “A” specifies otherwise.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- 2.4.5 The Proposal must remain valid for **90 days** after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

- 2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorised to sign the proposals.
- 2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked “**ORIGINAL**” or “**COPY**” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL,**” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**”
- 2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITC”. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.6 Proposal Evaluation General

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

2.7 Evaluation of Technical Proposal

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

	Points
(i) Specific experience of the consultant related to the assignment	(5-10)
(ii) Adequacy of the proposed work plan and methodology in responding to the terms	

	of reference	(20-40)
(iii)	Qualifications and competence of the key staff for the assignment	(30-40)
(iv)	Suitability to the transfer of Technology Programme (Training)	<u>(0-10)</u>
	Total Points	<u>100</u>

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

2.8 Public Opening and Evaluation of Financial Proposal

- 2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.
- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. Whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 The formulae for determining the **Financial Score (Sf)** shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-

$Sf = 100 \times \frac{Fm}{F}$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their

combined technical (St) and financial (Sf) scores using the weights (T =the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + p = 1$) indicated in the Appendix. The combined technical and financial score, S , is calculated as follows:- $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

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

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

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

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

2.9 Negotiations

2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.

2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).

2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

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

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

2.10 Award of Contract

- 2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.
- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".
- 2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.10.6 To qualify for contract awards, the tenderer shall have the following:
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - (d) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

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

2.12 Corrupt or fraudulent practices

- 2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to information to consultants

Note on the Appendix to Information to Consultants

1. The Appendix to information to consultant is intended to assist the procuring entity in providing specific information in relation to corresponding claims in the information to consultants included in Section II and the appendix has to be prepared for each specific consultancy.
2. The Procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the assignment of the consultancy and the proposals evaluation criteria that will apply to the RFP Consultancy.
3. In preparing the appendix the following aspects should be taken into consideration.
 - (a) The information that specifies or complements provisions of Section II to be incorporated.
 - (b) Amendments of Section II as necessitated by the circumstances of the specific consultancy to be also incorporated
 - (c) Section II should remain unchanged and any changes or amendments should be introduced through the appendix.

Appendix to Information to Consultants

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

Clause Reference

2.1 The name of the Client is: **KENYA FORESTRY RESEARCH INSTITUTE**

2.1.1 The method of selection is: **QUALITY- COST BASED METHOD**

2.1.2 Technical and Financial Proposals are requested: **YES**

2.1.3 A pre-proposal conference will be held: **YES**

The name(s), address(es) and telephone numbers of the Client's official(s) is :

KENNETH RIANY

TEL: 0722157414, 0724259781/2

2.1.4 (ii) The estimated number of professional staff months required for the assignment is: **90 DAYS**

2.1.5 (vii) Training is a specific component of this assignment: **NO**

KENYA FORESTRY RESEARCH INSTITUTE

2.4.5 2.4.5 The Proposal must remain valid for **150 days** after the submission date.

2.5.2 Consultants must submit one Original and one Copy of both the Technical and Financial Proposal

Proposals must be submitted no later than the following date and time: **Tuesday, 22nd January, 2019, at 10:00 a.m.**

2.6.3 The minimum technical score required to pass: **80%**

Evaluation Criteria:

The evaluation will be conducted in three (3) stages as follows:-

Stage 1- Preliminary Evaluation

S/No.	Mandatory Requirement
1.	Attach Certificate of Business Registration or Company Incorporation
2.	Attach valid Tax Compliance Certificate
3.	Duly filled and signed/stamped Confidential Business Questionnaire Form
4.	Provide Tender Security of Kes.50,000.00 (should be included in the envelope containing the Technical Proposal)

Stage 2 – Detailed Technical Evaluation

S/No.	Criteria		Maximum Score
1.	Work Plan & Methodology	Adequacy of the proposed work plan and methodology in responding to the terms of reference	40 marks
2.	Firm's experience	The consultancy firm should have proven experience from similar work in a research or related institution. The firm and/or its key project resources should have participated in a review of IT systems within the last 5 years (Provide 2 letters of reference and 2 copies of previous contracts or Local Service Orders (LSOs from at least two clients where similar services have been offered): <ul style="list-style-type: none"> • 2.5 marks for each Reference Letter • 2.5 marks for each copy of contract/LSO 	10 marks
3.	Academic & Professional Staff Qualifications	i) Qualifications of the Lead Consultant: a) General Education and Training: Must have Master's Degree or post graduate professional qualification in Computer Science, Business Information Technology, ICT Security or related field; possess an undergraduate qualification Computer Science, Business Information Technology, ICT Security or related field; relevant ICT professional qualifications; and must have recently	40 marks

		<p>completed or engaged in ongoing assignments specifically on Business Process Reengineering, ICT systems review and implementation of requisite solutions (10 marks)</p> <p>b) Length of experience: Lead consultant must have at least 5 (five) years in an ICT or Management Information System (MIS) consultancy or practice with experience in developing, evaluating and advising on IT systems for business operations. Thorough knowledge of process automation, project management and ICT (5 Marks)</p> <p>c) Professional education, Training and Experience: The Lead Consultant must have:</p> <ul style="list-style-type: none"> - Previous related assignments within the local industry - Professional experience in areas of systems development, networking, systems development, systems integration, project management and systems evaluation. - Strong familiarity with current ICT trends. - Should possess CISA qualification. - Certification in at least one (1) of the following:- <ul style="list-style-type: none"> ✓ CISM: Certified Information Security Manager ✓ CGEIT: Certified in the Governance of Enterprise IT ✓ CRISC: Certified in Risk and Information Systems Control ✓ CSX: Cybersecurity Nexus ✓ CISSP: Certified Information Systems Security Professional ✓ CIA: Certified Internal Auditor ✓ Member of ISACA or recognized professional ICT body in good standing <p>(10 marks)</p> <p>d) Experience in research sector: Experience in similar work in research sector (5 marks)</p> <p>ii) Qualifications and experience of at least two (2) other technical personnel (10 marks)</p> <p>a) General Education and Training:</p> <ul style="list-style-type: none"> ✓ Should possess an undergraduate qualification Computer Science, Business Information Technology, ICT Security or related field. ✓ Should possess relevant ICT professional qualifications <p>b) Length of experience</p> <ul style="list-style-type: none"> ✓ Experience in monitoring & managing the ICT systems and infrastructure for an IT project including database 	
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		management, SAN, network, firewall etc. c) Professional education, Training and Experience ✓ Professional certification in Project Management, Networking, Servers, Data Centre Management, ICT Security Audit, Quality Management or IT Service Management	
4.		Audited Financial Accounts for the last three years 2015, 2016 & 2017	10 marks
		TOTAL	100 marks

Stage 3 – Financial Evaluation

The Financial Score will account for **20%** of the total score

The financial evaluation will be based on the following formula:

$$S_f = 100 \times \frac{F_m}{F} * 20,$$

Where S_f is the financial score; F_m is the lowest priced financial proposal and F is the price of the proposal under consideration.

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

2.9.2 The assignment is expected to commence on: **FEBRUARY, 2019**

SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

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

SECTION III- TECHNICAL PROPOSAL

Table of Contents

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

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

To: _____ [Name and address of Client)

Ladies/Gentlemen:

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

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

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

:

_____ [Name of Firm]

:

_____ [Address:]

2. FIRM'S REFERENCES



**Relevant Services Carried Out 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 Consultants. If any:	No of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services Provided by Your Staff:	

Firm's Name: _____

Name and title of signatory; _____

(May be amended as necessary)

1. 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.

14. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

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

_____ Date: _____
[Signature of staff member]

_____ Date: _____
[Signature of authorised representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports Due/ Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of months

Months (in the Form of a Bar Chart)

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

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

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

(b). Completion and Submission of Reports

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

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

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

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

Table of Contents

	Page
1. Financial proposal submission Form	
2. Summary of costs	
3. Breakdown of price/per activity	
4. Breakdown of remuneration per activity	
5. Reimbursables per activity	
6. Miscellaneous expenses	

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

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

We remain,

Yours sincerely,

_____ *[Authorized Signature]*

:

_____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]*

_____ *[Address]*

2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		<hr/>

3. BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description: _____
Price Component	Amount(s)
Remuneration	
Reimbursables	
Miscellaneous Expenses	
Subtotal	_____

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____			
Names	Position	Input(Staff months, days or hours as appropriate.)	Remuneration Rate	Amount	
Regular staff					
(i)					
(ii)					
Consultants					
Grand Total				_____	

5. REIMBURSABLES PER ACTIVITY

Activity No: _____

Name: _____

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

6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

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

SECTION V: - TERMS OF REFERENCE

TERMS OF REFERENCE: PROVISION OF CONSULTANCY FOR AUDIT OF INSTITUTE-WIDE ICT SYSTEMS AND BUSINESS PROCESSES

1. Background

The Kenya Forestry Research Institute (KEFRI) is a state corporation established in 1986 and mandated to undertake research in forestry and allied natural resources. The institute conducts research and development activities under five thematic areas namely: Forest productivity and Improvement; Biodiversity and Environment Management; Forest Products Development; Social-economics, Policy and Governance and Technical Support Services.

The vision of KEFRI is to be a world class center of excellence in forestry research for development. Guided by this vision, the Institute has strategically positioned itself:

- To enhance: Vision 2030 delivery; customer/stakeholder satisfaction and retention; linkage and partnership with stakeholders; and livelihoods.
- To increase forest technologies and innovations; enhance multi-sectoral and public-private sector research; enhance knowledge management and dissemination systems.

As part of KEFRI's implementation of the 6th Strategic plan 2018-2022 the Institute would like to integrate and re-engineer its business processes and systems in scientific outputs, finance, procurement, human resource and communication systems. Specifically, the Institute intends to modernize business processes and systems, automate solutions, increase operating efficiency, enhance competitiveness and improved service experience for all stakeholders.

Information Communication and Technology (ICT) plays a vital role in achieving the Institute's vision and mission. The use of ICT is to enhance research and information dissemination to stakeholders. KEFRI anticipates significant growth and strengthening of business activities and it has therefore become necessary to review the existing Information Communication and Technology (ICT) Systems, policies and procedures against the current and future requirements of the Institute. A more robust and integrated ICT infrastructure and services will optimize the use of the Institute's resources, achieve operational excellence in research, procurement, finance and HR and other processes within the institute. This will enable KEFRI take up its mandate of undertaking research and capacity building in forestry and allied natural resources effectively and efficiently.

The ICT consultancy will carry out a detailed systematic review of Information Communication and Technology (ICT) needs of KEFRI in key departments, thoroughly review existing ICT capabilities, identify weaknesses and gaps, prepare an ICT strategy plan, design and implement a road-map, and supervise the implementation of the resultant recommendations to bring KEFRI up to speed with respect to its ICT institutional capacity.

In carrying out this exercise, the Institute will also need to benchmark its ICT infrastructure and services with established peer research institutes and wishes therefore to engage an ICT consultancy firm with knowledge and previous exposure to ICT Systems of well-established research or equivalent institutions.

2. Objective of the Consultancy

The objective of this audit is to enable KEFRI management and the board determine whether the Institute's critical systems, technology architecture and processes as well as information assets are protected, reliable, available and compliant with the Institute policies and procedures, as well as applicable laws and regulations. Evaluate ICT's impact on the Institute's processes and its abilities to achieve its mandate, goals and objectives as well as advise on the automation of KEFRI's processes, implementation of Human Resource Management, Procurement Management, financial management, scientific management process by proposing an enterprise architecture designed to ensure alignment between the business and ICT strategies within the institute.

3. Scope of the Assignment

The scope will consist of provision of consultancy for assessment and development of KEFRI's ICT institutional capacity by evaluating the Institute's current system status, identifying the Institute's needs and benchmark against industry leaders, identifying gaps in the current Institute's systems against industry trends and propose a KEFRI Enterprise System architecture and strategy.

This consultancy will be carried out in the following phases:

Phase I

- a. Gain a thorough understanding of the current operational processes and technology in use at KEFRI by reviewing the current applications, ICT infrastructure and business processes.
- b. Carry out a comprehensive Business Process Review of the current KEFRI processes, infrastructure and systems, governance structure, policies in place, identifying strengths, weaknesses, risks, opportunities and a justifiable basis for recommendations.
- c. Evaluate and document the status and effectiveness of the current systems and/or applications and infrastructure.
- d. Review the ICT governance structure and capabilities.
- e. Conduct a network vulnerability assessment and penetration test.
- f. Prepare an ICT strategy to match KEFRI's re-engineered business processes, including drafting of policies regarding data and document management, ICT security, infrastructure upgrade, medium and long term budgetary implications, etc.

Phase II

- a. Recommend appropriate integrated enterprise ICT solution for KEFRI, including but not limited to:
 - Identification of possibilities for further automation of workflow processes.
 - Determination and recommendation on the resources required to implement the recommended ICT solution

- Determine the staffing structure and the skills required to effectively utilize and administer the proposed ICT infrastructure and systems.
 - Recommend ICT governance structure, new policies, amendments to procedures and to develop, in consultation with KEFRI, ToRs for software systems and applications, and infrastructure / equipment required to adequately address the gaps identified.
- b. Provide guidance in the implementation of chosen ICT Solutions
- Provide guidance in the deployment of all project components for the ICT system in line with the required specifications
 - Provide project status reports to KEFRI management
 - Ensure complete documentation and manuals for all systems, including sufficient warranty and maintenance provisions

4. Deliverables

The following are the expected outputs for this consultancy:

Phase I

- a. An inception report with a detailed work plan on how the exercise will be carried out.
- b. A comprehensive diagnostic report containing a review of current ICT Systems status in line with KEFRI business processes, recommendations for Business Process Reengineering, infrastructure/hardware equipment and software systems.
- c. A comprehensive report on the departmental need, ICT Systems, governance structures, policies and suggested additions/amendments in line with the Institute's new strategy.
- d. An analysis report of systems used by established peer research institutes highlighting gaps and needs assessment analysis based on current status, comparators and department needs based on strategy.
- e. A comprehensive report containing an ICT strategy for KEFRI with prioritization schedules and budgetary estimates to realize strategy
- f. Network vulnerability assessment and penetration test report

Phase II

- a. Provide detailed technical requirements and specifications for proposed KEFRI Enterprise System architecture, ICT strategy, ICT systems, new infrastructure/hardware and software requirements to enable initiation of procurement processes.
- b. Implementation plan for acquisition / development options with a cost benefit analysis for each option.
- c. Regular project status reports at every stage of the implementation of the solution(s).

Summary of works

The consultant will be required to submit a phased schedule of works as depicted below to enable critical activities to proceed with minimal interruptions. The Consultant is expected to adhere to this schedule or within variations as may be agreed with the Institute and which must ensure continuity of critical operations.

No	Activity	Estimated No. of days	Deliverables
1			
2			
3			
4			
5			
n			
	Total		

5. Reporting Requirements

The consultants will report directly to the Director, KEFRI or a designated member of senior management and work closely with the ICT staff and division heads in carrying out the assignment. The consultants will make presentations to the KEFRI management and/or Board for guidance and necessary approvals at the end of the following stages of the consultancy:

- a. Completion of an inception meeting (inception report)
- b. Completion of the diagnostic report of KEFRI businesses processes with recommendations for Business Process Reengineering.
- c. A gap analysis and needs assessment report of systems
- d. Completion of the formulation of the KEFRI ICT strategy.
- e. Completion of recommendations for ICT solutions for KEFRI.
- f. Completion of the implementation of the new KEFRI ICT solution.

6. Counterpart Resources:

The KEFRI will make available the physical facilities like office space for the consultants. The Director, KEFRI will give direction and co-ordinate the task within an agreed framework.

7. Terms of Payment

- 20% - Upon submission of acceptable Inception Report (Based on Bank Guarantee)
- 40% - Upon submission of acceptable Draft Report
- 40% - Upon submission of acceptable Final Report

IMPORTANT NOTE:

- i) Estimation of the effort (person-days)

The consultancy is expected to be carried out within a period of **three (3) months** following the signing of the Contract.

ii) Variation of the Scope of Work

The Institute reserves the right at the time of the contract to vary the scope of the work. Such amendments should not result in any changes to any unit prices, other than where pricing was expressly specified to be subject to discount or other reduction on account of higher volume.

iii) Qualifications of the Consultant

Experiences

The consultancy firm should have proven experience from similar work in a research or related institution. The firm and/or its key project resources should have participated in a review of IT systems within the last 5 years and must have wide experience in aligning core business objectives to ICT requirements. Besides training and experience in ICT issues, the firm's specialists should also have knowledge and previous exposure to ICT Systems of well-established research institutions or agencies at similar levels of complexity.

The firm shall provide a team of experts with:

- a. Experience in designing / reviewing solution architecture as well as managing / implementing IT projects for research or allied institutions including generic software / custom solutions, hosting of systems and servers, providing network services etc.
- b. Experience in monitoring & managing the ICT systems and infrastructure for an IT project including database management, SAN, network, firewall etc.
- c. Experience in evaluating business processes, scientific research management & information system needs for research organizations.
- d. Experience in collecting, structuring and modelling business and systems requirements.
- e. A team leader who should:
 - Be a senior member of the firm with proven experience in establishing ICT systems for research institutes or similar institutions;
 - Have excellent knowledge of Information Systems, ICT Best Practices, and current application research methodologies with wide experience in systems analysis, design and implementation. ;
 - Be an expert in business processes re-engineering with wide range of experience in review and alignment of core business objectives and participated in a comprehensive review of related ICT systems within the last 2 years
- f. Other team members who should also be experts in ICT, business process analysis and/or project management.

In addition, the team would be expected to possess expertise in:

- Enterprise Resource Planning
- ICT risk management and Information Systems Control
- ICT Security
- Governance of Enterprise IT
- Robust project management experience and expertise
- Knowledge of security standards and best practice frameworks such as NIST CSF, ISO 27001, CoBIT ITIL, PRINCE2.

The key competencies required of the consultants to conduct the review are as indicated in the table below:

Criterion	Description
General Qualifications of the consulting firm related to the assignment	<ul style="list-style-type: none"> - Demonstrated years of experience in consultancy services - Related job assignments undertaken in last five years - Track record of success
General Qualifications of the lead consultants:	
General Education and Training	<ul style="list-style-type: none"> iii) Master's Degree or post graduate professional qualification in Computer Science, Business Information Technology, ICT Security or related field. In the case of a firm, at least one team member should have this qualification. iv) Should possess an undergraduate qualification Computer Science, Business Information Technology, ICT Security or related field. v) Should possess relevant ICT professional qualifications. vi) Recently completed or engaged in ongoing assignments specifically on Business Process Reengineering, ICT systems review and implementation of requisite solutions.
Length of experience	<ul style="list-style-type: none"> - At least 5 (five) years in an ICT or Management Information System (MIS) consultancy or practice with experience in developing, evaluating and advising on IT systems for business operations. Thorough knowledge of process automation, project management and ICT.
Professional experience relevant to the assignment.	
Professional education, Training and Experience	<ul style="list-style-type: none"> - Previous related assignments within the local industry - Professional experience in areas of systems development, networking, systems development, systems integration,

	<p>project management and systems evaluation.</p> <ul style="list-style-type: none"> - Strong familiarity with current ICT trends. - Should possess CISA qualification. - Certification in at least one (1) of the following:- <ul style="list-style-type: none"> • CISM: Certified Information Security Manager • CGEIT: Certified in the Governance of Enterprise IT • CRISC: Certified in Risk and Information Systems Control • CSX: Cybersecurity Nexus • CISSP: Certified Information Systems Security Professional • CIA: Certified Internal Auditor - Member of ISACA or recognized professional ICT body in good standing
Qualifications and experience of at least two (2) other technical personnel: -	
General Education and Training	<ul style="list-style-type: none"> - Should possess an undergraduate qualification Computer Science, Business Information Technology, ICT Security or related field. - Should possess relevant ICT professional qualifications
Length of experience	<ul style="list-style-type: none"> - Experience in monitoring & managing the ICT systems and infrastructure for an IT project including database management, SAN, network, firewall etc.
Professional education, Training and Experience	<ul style="list-style-type: none"> - Professional certification in Project Management, Networking, Servers, Data Centre Management, ICT Security Audit, Quality Management or IT Service Management
Experience in the industry:	
<ul style="list-style-type: none"> ▪ Experience in research sector. 	<ul style="list-style-type: none"> - Preference to be given to consultants with experience in similar work in research sector.

SECTION VI:

STANDARD FORM OF CONTRACT

ANNEX I

REPUBLIC OF KENYA

STANDARD FORM OF CONTRACT

FOR

CONSULTING SERVICES

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
 - (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
 - (c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 herebelow;
 - (d) “Foreign Currency” means any currency other than the Kenya Shilling;
 - (e) “GC” means these General Conditions of Contract;
 - (f) “Government” means the Government of the Republic of Kenya;
 - (g) “Local Currency” means the Kenya Shilling;
 - (h) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;
 - (i) “Party” means the Client or the Consultant, as the case may be and “Parties” means both of them;
- (vii)**
- (j) “Personnel” means persons hired by the Consultant or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;
 - (k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
 - (l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and

(m) “Sub consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

1.2 Law Governing the Contract This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.

1.3 Language This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.

1.6 Authorized Representatives Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

(viii)

1.7 Taxes and Duties The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 Commencement of Services The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.

2.3 Expiration of Contract Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.

2.4 Modification

Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 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.

2.5.2 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, 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.

(ix)

2.5.3 Extension Of Time

Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 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 judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

“corrupt practice” means the offering, giving, receiving or soliciting of any thing 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 includes collusive practice among consultants (prior to or after 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.

2.6.2 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 pursuant to Clause 7 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.

2.6.3 Payment upon Termination Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General 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 dealing with Sub consultants or third parties.

1.2 Conflict of Interests

3.2.1 Consultant Not to Benefit from Commissions, Discounts, Etc. (i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant’s sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.

(ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.

(iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable

(xii)

procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

3.2.2 Consultant and Affiliates Not to be Otherwise The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Subconsultant and any of his affiliates, shall be disqualified from providing goods, works or services (other than the

Interested in Project Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultant nor his subconsultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultant, his subconsultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to be Taken Out by the Consultant

The Consultant (a) shall take out and maintain and shall cause any subconsultant[s] to take out and maintain, at his (or the subconsultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

(xiii)

3.5 Consultant's Actions Requiring Client's Prior Approval

The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions;

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Sub consultants").

3.6 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents prepared by the Consultant to Be the Property of the Client All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement Of Personnel (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

(xiv)

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions The Client shall use his best efforts to ensure that he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

5.2 Change in the If after the date of this Contract, there is any

Applicable Law

change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Client shall make available to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Remuneration

The Consultant’s total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Subconsultants’ costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the

(xv)

Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price (a)

The price payable in foreign currency is set forth in the SC.

(b) The price payable in local currency is set forth in the SC.

6.3 Payment for Additional Services

For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payment

Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be

paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending .

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

(xvi)

7.2 Dispute Settlement Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may 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.

(xvii)

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of and Supplements to Clauses in the General Conditions of Contract
----------------------------	---

1.1(i) The Member in Charge is _____ *[name of Member]*

1.4 The addresses are:

Client: _____
Attention: _____
Telephone: _____
Telex; _____
Facsimile: _____

Consultant: _____
Attention: _____
Telephone; _____
Telex: _____
Facsimile: _____

1.6 The Authorized Representatives are:

For the Client: _____

For the Consultant: _____

2.1 The date on which this Contract shall come into effect is(_____) *[date]*.

Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Consultants of advance payment and by Client of bank guarantee

2.2 The date for the commencement of Services is _____ *[date]*

2.3 The period shall be _____ *[length of time]*.

Note: Fill in the period, eg, twenty-four (24) months or such other period as the Parties may agree in writing.

(xviii)

3.4 The risks and coverage shall be:

(i) Professional Liability _____

(ii) Loss of or damage to equipment and property _____

6.2(a) The amount in foreign currency or currencies is _____ [Insert amount].

6.2(b) The amount in local Currency is _____ [Insert amount]

6.4 Payments shall be made according to the following schedule:

***Note:** (a) This sample Clause should be specifically drafted for each Contract and the following installments are indicative only; (b) if the payment of foreign currency and of local currency does not follow the same schedule, add a separate schedule for payment in local currency; and (c) if applicable, detail further the nature of the report evidencing performance, as may be required, e.g., submission of study or specific phase of study, survey, drawings, draft bidding documents, etc., as listed in Appendix B, Reporting Requirements. In the example provided, the bank guarantee for the repayment is released when the payments have reached 50 percent of the lump-sum price, because it is assumed that at that point, the advance has been entirely set off against the performance of services.*

- Twenty (20) percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.
- Ten (10) percent of the lump-sum amount shall be paid upon submission of the inception report.
- Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the interim report.
- Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the draft final report.
- Twenty (20) percent of the lump-sum amount shall be paid upon approval of the final report.
- The bank guarantee shall be released when the total payments reach fifty (50) percent of the lump-sum amount.

(xix)

IV. Appendices

APPENDIX A – DESCRIPTION OF THE SERVICES

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

APPENDIX B – REPORTING REQUIREMENTS

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C– KEY PERSONNEL AND SUBCONSULTANTS

- List under:*
- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel and staff-months for each.*
 - C-2 List of approved Sub consultants (if already available); same information with respect to their Personnel as in C-1.*

APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – foreign currency portion:

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – local currency portion.

1. *Monthly rates for Personnel (Key Personnel and other Personnel).*
2. *Reimbursable expenditures.*

(xx)

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX F – SERVICES AND FACILITIES PROVIDED BY THE CLIENT

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

CONTRACT

This Agreement, [hereinafter called “the Contract”) is entered into this _____ [Insert starting date of assignment], by and between _____ [Insert Client’s name] of [or whose registered office is situated at] _____ [insert Client’s address](hereinafter called “the Client”) of the one part AND

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

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

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

2. Term

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

(i)

3. Payment

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

B. Schedule of Payments

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

Kshs _____ upon the Client’s receipt of a copy of this Contract signed by the Consultant;

Kshs _____ upon the Client’s receipt of the draft report, acceptable to the Client; and

Kshs _____ upon the Client’s receipt of the final report, acceptable to the Client.

Kshs _____ Total

C. Payment Conditions

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

4. Project Administration

A. Coordinator.

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

B. Reports.

The reports listed in Appendix C, “Consultant’s Reporting Obligations,” shall be submitted in the course of the

(ii)

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

5. Performance Standards

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

6. Confidentiality

The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential

information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. Ownership of Material

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

8. Consultant Not to be Engaged in certain Activities

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

9. Insurance

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

10. Assignment

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

11. Law Governing Contract and 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 chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

(iii)

FOR THE CLIENT

FOR THE CONSULTANT

Full name; _____ Full name; _____

Title: _____ Title: _____

Signature; _____ Signature; _____

Date; _____ Date; _____

(iv)
LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's Personnel

Appendix C: Consultant's Reporting Obligations

(v)

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

(VI)

8.2 **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

Part 1 – General:

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

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full Age</p> <p>Nationality Country of origin</p> <ul style="list-style-type: none"> • Citizenship details • 																		
	<p>Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table border="0"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares			1.			2.			3.			4.		
Name	Nationality	Citizenship Details																	
Shares																			
1.																			
2.																			
3.																			
4.																			
	<p>Part 2 (c) – Registered Company</p>																		

	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		Signature of Candidate	
.....			

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

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICAN

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED
Board Secretary