



REPUBLIC OF KENYA

**MINISTRY OF ICT, INNOVATION AND YOUTH AFFAIRS
STATE DEPARTMENT OF ICT & INNOVATION**

**P. O. BOX 30025-00100
NAIROBI**

TENDER NO: MOICT/SDICT/085/2019-2020

FOR

**REQUEST FOR PROPOSAL ON CONSULTANCY FOR
VIRTUAL DESKTOP INFRASTRUCTURE DEPLOYMENT
WITHIN THE GOVERNMENT OF KENYA**

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SECTION I - LETTER OF INVITATION

To [name and address of Candidate]

Date

Dear Sir/Madam,

- 1.1 The – (*name of the procuring entity*) invites proposals for the following consultancy services – (*short description of objectives and scope of the assignment*). More details of the services are provided in the terms of reference herein.
- 1.2 The request for proposal (RFP) includes the following documents;
 - Section I - Letter of invitation
 - Section II - Information to Candidate
 - Section III - Terms of reference
 - Section IV - Technical proposal
 - Section V - Financial proposal
 - Section VI - Standard Contract Form (where applicable)
- 1.3 On receipt of this Standard Request for Proposal, please prepare your proposal as required and return before the date and time indicated in the document.

Yours sincerely.

(signature, name and title of Procuring entity's official)



**REPUBLIC OF KENYA
MINISTRY OF ICT, INNOVATION AND YOUTH AFFAIRS
STATE DEPARTMENT FOR ICT & INNOVATION**

SECTION II - INFORMATION TO CANDIDATES

REQUEST FOR PROPOSAL

**REQUEST FOR PROPOSAL ON CONSULTANCY FOR VIRTUAL DESKTOP
INFRASTRUCTURE DEPLOYMENT WITHIN THE GOVERNMENT OF KENYA.**

The Ministry of ICT, Innovation and Youth Affairs, State Department for ICT & Innovation invites Request for Proposals (RFP) from interested eligible Consultants for Consultancy for Virtual Desktop Infrastructure Deployment within the Government of Kenya

Interested eligible candidates may obtain further information from and inspect the tender documents at Supply Chain Management Services Office Teleposta Towers, 8th floor, Office No. K8-3 during normal working hours.

A complete set of tender documents may be downloaded by interested candidates free of charge at the Ministry of ICT, Innovation and Youth Affairs website www.ict.go.ke. 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 120 days from the closing date of the tender.

Completed tender documents, enclosed in plain sealed envelope, marked with the tender number and title shall be addressed to shall be addressed to:-

**The Principal Secretary,
State Department of ICT & Innovation
P.O. BOX 30025-00100
Nairobi,**

and in addition, be deposited in the tender box located on the 8th floor corridor of Telposta Towers, so as to be received on or 11th March, 2020 At 10.00 A.M.

Bulky or large bid documents which cannot go through the slot of the Tender Box must be delivered to the office of Head Supply Chain Management Services, Telposta Towers, 8th floor so as to be received on or before 11th March, 2020 at 10 a.m.

Tenders must be accompanied by a **Bid Security in the amount not less than 2 per cent of the tender price from a reputable bank or insurance company** valid for an additional 30 days beyond the Tender validity period (i.e. 120 days from the date of closing the tender).

Tenders will be opened immediately in the presence of bidders or their representatives who choose to attend in the 9th floor boardroom at Telposta Towers.

**HEAD, SUPPLY CHAIN MANAGEMENT
FOR: PRINCIPAL SECRETARY**

2.1 Information to the Invited Firms

- 2.1.1 The Ministry of ICT, Innovation and Youth Affairs, State Department for ICT & Innovation will select a candidate among those invited to submit in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The candidate 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 The candidates 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, candidates are encouraged to liase with the procuring entity regarding any information that they may require before submitting a Proposal.
- 2.1.4 The client will provide the inputs and services specified in the special conditions of contract needed to assist the candidate to carry out the assignment.
- 2.1.5 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 Proposal submitted.
- 2.1.6 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 Candidates may request clarification of any of the RFP document 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 candidates 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 any candidate amend the RFQ (C&D). Any amendment shall be issued in writing, fax or email to all invited candidates and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the Proposal.

2.3 Preparation of Proposals

- 2.3.1 The individual consultant's proposal shall be written in English language.
- 2.3.2 In preparing the Technical proposal, the candidates 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 candidate must give particular attention to the following:
- (a) If candidate considers that it does not have all the expertise required for the assignment it may suggest in the proposals other person(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. A candidate will not propose other candidates invited to submit Proposal for the assignment. Any candidate in contravention of this requirement shall automatically be disqualified.
 - (b) For all the staff who will be involved in the assignment a candidate must indicate their responsibility in the assignment and 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 consultants 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 consultants 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 candidate is expected to take into account the time required in completing the assignment as outlined in the RFP. The financial Proposal may also include other costs associated with the assignment.
- 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 candidate 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 Proposal, the candidates who do not agree, have the right not to extend the validity of their Proposal.

2.4.5 The financial Proposal must comply with the law governing the profession of the candidate.

2.5 Submission, Receipt and opening of Proposal

2.5.1 The technical proposal and the financial Proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firms. The competing firm must initiate any such corrections.

2.5.2 For each Proposal the candidates shall prepare the Proposal 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 N/B. This is a **two envelope** tender.

2.5.4 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; clearly marked the Tender Number without any indication of the name of the bidder.

2.6 Format and Signing of Tender

2.6.1 The tenderer shall prepare two copies of the tender, clearly / marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.

2.6.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The person or persons signing the tender shall initial all pages of the tender, except for unamended printed literature.

2.6.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.7 Sealing and Marking of Tenders

2.7.1 The tenderer shall seal the original and one copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” Which must bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE 11th March, 2020 at 10:00am.

2.7.2 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”. —

2.7.3 If the envelope is not sealed and marked as required by paragraph 2.7.1 and 2.7.2 the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.8 Deadline for Submission of Tenders

2.8.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than 11th March, 2020 at 10:00am.

2.8.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with the provision of this document, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.8.3 Completed tender documents, enclosed in plain sealed envelope, marked with the tender number shall be addressed to :-

**The Principal Secretary,
State Department of ICT & Innovation**

**P.O. BOX 30025-00100
Nairobi.**

and in addition, be deposited in the tender box located on the 8th floor corridor of Telposta Towers, so as to be received on or before **11th March, 2020 at 10:00am.**

2.8.4 Tenders will be opened immediately in the presence of bidders or their representatives who choose to attend in the 9th floor boardroom at Telposta Towers.

2.8.5 Bulky tenders, which will not fit in the tender box, shall be received by the procuring entity as provided for in the appendix.

2.9 Modification and withdrawal of tenders

2.9.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

2.9.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of this document. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

2.9.4 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 Opening of Tenders

- 2.10.1 The Procuring entity will open all tenders (**Only the Technical Proposals**) in the presence of tenderer's or their representatives who choose to attend, at the 9th floor boardroom Telposta Towers. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.10.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.10.3 The procuring entity will prepare minutes of the tender opening, which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.11 Clarification of tenders

- 2.11.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.11.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

2.12 Evaluation of the Tender

- 2.12.1 From the time the tenders are opened to the time of the contract award, if any candidate wishes to contact the procuring entity on any matter relating to the tender should do so in writing at the address indicated in the appendix to the instructions to candidates. Any effort by a candidate to influence the procuring entity's staff in the evaluation of Proposal companion proposals or awards of contract may result in the rejection of the candidate Proposal.

2.13 Evaluation of Technical Proposals

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

	Criteria	Points
1	Experience in Similar assignments	10
2	Quality and appropriateness of the Methodology	60
3	Qualification and Experience of technical experts	20
4	Adequacy of the Proposed work plan	10
	TOTAL	100%

2.13.2 The Minimum Score of the Technical Proposals shall be 75%

2.13.3 Any Proposal which will be examined and found **not to comply with all the requirements** for submission of the Proposal will be declared **non-responsive**. All the Proposal found to have complied with all the requirements for submission of Proposal shall be declared responsive by the evaluation committee

2.13.4 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 tenderers **shall be rejected at this stage and will not proceed to the next stage of evaluation**.

2.14 Conversion to a single currency

2.14.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.15 Evaluation and comparison of tenders

2.15.1 The procuring entity will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.15.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the activities used in the provision of the services.

2.15.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

- i. Operational plan proposed in the tender;

- ii. Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.15.4 Pursuant to paragraph 2.15.3 the following evaluation methods will be applied:

- a) Operational Plan. The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.
- b) Deviation in payment schedule. Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated based on the base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

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

- i. Necessary qualifications, capability experience, services, and facilities to provide the services.
- ii. Legal capacity to enter into a contract for procurement
- iii. 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
- iv. Shall not be debarred from participating in public procurement.

2.16 Opening and Evaluation of Financial Proposal

2.16.1 **The following must be attached in the financial proposal:**

- The currency MUST be in *Kenya Shillings*
- Duly filled, signed and stamped Price schedule

2.16.2 The formulae for determining the financial score (SF) unless an alternative formula is indicated in the appendix to the information to tenderers shall be as follows:

$$Sf = 100 \times \frac{fm}{f} \text{ where}$$

Sf is the financial score
Fm is the lowest fees quoted and
F is the fees of the Proposal under consideration.

The lowest fees quoted will be allocated the maximum score of 100

2.16.2 The candidates Proposal will be ranked according to their combined technical score (st) and financial score (sf) using the weights indicated in the appendix to the candidates. Unless otherwise stated in the appendix to the instructions to candidates the formule 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 candidate achieving the highest combined technical and financial score will be invited for negotiations.

2.17 Negotiations

2.17.1 Negotiations will be held at the same address indicated in the appendix to the information to candidates. The purpose of the negotiations is for the procuring entity and the candidate to reach agreements on all points regarding the assignment and sign a contract.

2.17.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the candidate 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.

2.17.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the candidate whose proposal achieved the second highest score to negotiate a contract.

2.18 Award of Contract

2.18.1 The contract will be awarded immediately after the negotiations. After negotiations are completed the procuring entity will promptly notify the other candidates that they were unsuccessful and return the financial Proposal of the candidates who did not pass technical evaluation.

2.18.2 The selected candidate is expected to commence the assignment on the date indicated in the appendix to the instructions to tenderers or any other date agreed with the procuring entity at the time of the contract award. Both parties will sign the contract.

2.19 Confidentiality

- 2.19.1 Information relating to evaluation of Proposals and recommendations of contract award shall not be disclosed to the candidates who submitted the Proposal or to other persons not officially concerned with the process, until the winning candidate has been notified that he/she has been awarded the contract.

SECTION III- TERMS OF REFERENCE (TOR)

3.1 Introduction

The Ministry of Information, Communication, Technology, and Huawei Co Ltd signed a commercial Contract for Konza Data Centre and Smart City facilities on 26th June 2017. In accordance with this contract, the Government of Kenya was desirous of constructing Konza a smart City facility with the following components: -

- i. Tier III National Data Centre and Disaster Recovery Site
- ii. Smart city facilities
- iii. 80,000 Virtual Desktop Infrastructure

The 80,000 Virtual Desktop Infrastructure are envisaged to be hosted at the Konza National Data Center and deployed in Ministries, Counties, Departments and Agencies (MCDAs). The expected benefits of the Virtual Desktop Infrastructure (VDI) deployment includes

- i. **Security:** Over 95% of cyber-attacks originate at the end-point. With VDI you gain more control over your environment, allowing you to better protect and monitor your network
- ii. **Manageability:** VDI enables you to better meet availability goals, meet overall service targets and provide a more consistent user experience
- iii. Saving on implementation, deployment, licensing, and overall management

3.2 Terms of Reference for the Consultancy

The VDI service is intended to provide software and hardware provision to support 80,000 concurrent users. This will include the supply of 80,000 end user devices (thin clients including screens, mice and keyboards). The storage and processing components will be housed in the planned data center and make use of the smart ICT network.

The Ministry of ICT is therefore seeking for a consultant to assess, plan and assist in the implementation of Virtual Desktop Infrastructure within Ministries, Departments and Agencies.

- i. Perform detailed review of existing documentation related to VDI deployment as proposed by the contractor
- ii. Review resource requirements for the VDI against what is proposed in the Project proposal and advice accordingly
- iii. Identify key institutions and business applications where VDI can be deployed

- iv. Identify the number of Virtual Desktop Infrastructure that can be deployed in short, medium and long terms
- v. Review the VDI deployment in business applications and identify the requirements needs to be put in place for optimal utilization of the 80,000 VDI components
- vi. Identify as much areas as possible where the 80,000 VDI can be deployed
- vii. Assessment of VDIs deployment against the existing user devices and how they can interchange files
- viii. Assessment of the current Local Areas Network infrastructure within MDAs, Wide Area connectivity and bandwidth provisioning for the VDI deployment
- ix. Review the adequacy of the Huawei Virtualization software and its compatibility with other existing virtualization softwares
- x. Development of management and sustainability plan for the VDIs after the support and maintenance period of the contractor
- xi. Undertake in-depth analysis to ascertain
- xii. The absorption level of the proposed VDI numbers in the existing environment
- xiii. Other prerequisites for successful deployment that includes software requirements, connectivity, LAN, WAN, terminals, bandwidth, hardware etc)
- xiv. Involvement of all stakeholders where the VDI is envisaged to be implemented for a buy-in
- xv. Undertake a detailed Description of VDI & User Journeys
- xvi. Support for VDI High Level and Low-Level Design & Workshops
- xvii. Define the acceptance test strategy
- xviii. Define the acceptance test procedures
- xix. Propose and define the security protocols and procedures to be employed for a secure deployment and running of the VDI
- xx. Support MoICT in performing the acceptance testing

- xxi. Acceptance testing best practice knowledge transfer and support MoICT in the analysis of the test results
- xxii. Define the Enterprise Architecture for VDI to become fully operational.
- xxiii. Define the Network Architecture, IP Addressing and Configuration required for the VDI to become fully operational.
- xxiv. Define VDI Resource Performance, Monitoring and Billing functionality
- xxv. Perform a cost benefit analysis of software licensing, evaluating proprietary versus open source solution options.
- xxvi. Define VDI Enterprise Architecture best practices for deployment
- xxvii. Align services, applications and hardware to improve user experience & lower IT effort
- xxviii. Define VDI Blueprint Fit Assessment with a complete analysis of the customer end-user computing environment designed to enable a predictable outcome and maximize user benefits
- xxix. Capacity building and knowledge transfer to generate the artifacts that will support the acceptance testing of the Virtual Desktop Infrastructure and define the details of the ICT infrastructure necessary to support successful delivery of VDI across the government.

3.3 Deliverables

- i. Inception report
- ii. VDI Business feasibility study report
- iii. VDI Implementation plan
- iv. Requirement documentation for prerequisite VDI infrastructure
- v. VDI Design and BOQ Assessment Report
- vi. VDI Revenue stream analysis Report
- vii. Training Plan and Acceptance Test Plan for VDI deployment.
- viii. Acceptance Test Procedures for VDI Document.
- ix. VDI Acceptance Test Report
- x. ICT Network Architecture, IP Addressing and Configuration Report for the VDI
- xi. VDI Resource Performance, Monitoring and Billing Functional Description Report
- xii. Software Licensing Model Assessment and Cost Benefit Analysis Report

- xiii. Organise two workshops within Nairobi precincts to presents the reports

3.4 Evaluation Criteria

Evaluation Criteria		Max Score
A	Experience in Similar Assignments	10
A1	Specific experience in similar assignments	10
B	Quality and appropriateness of Methodology:	60
B1	Understanding of Assignment/project (comprehensive and well structured)	10
B2	Assessment of the functional fit of the proposed solution(s) to the business requirements of MoICT and Konza Technopolis	8
B3	Vendors should bid on all requirements covered by this request for Proposal. In this context, Consultants who are able to reliably provide a broader range and depth of solution(s) to MOICT will receive preference in the selection process.	8
B4	Vendors must provide highly competitive pricing – pricing reserved for their largest and most important accounts – both at the outset of the relationship and on an ongoing basis.	4
B5	Vendors should include any discounts associated with future RFPs for construction, hardware purchase and implementation. MoICT expects its providers to assist in identifying opportunities to reduce the total cost of ownership of the proposed solution.	10
B6	Methodology of project execution <ul style="list-style-type: none"> • Ability to deliver in each of the key items of the TOR • Does proposal address each key area/broad requirements? • Where applicable provide detailed specifications of the equipment to be used in project execution e.g. Quantities, type, etc.) • Schematic Drawings shall be attached 	10
B7	Workshop Proposal	10
C	Qualifications and Experience of technical Experts	20
C1	Project Manager Personnel, facilities and other requirements to be provided by the procuring entity	8
C2	Other Experts Highly skilled and experienced in the relevant fields of the assignment as deemed appropriate	12
D	Adequacy of the proposed work plan and Schedule	10
D2	Scheduling of activities and time frame	10
	TOTAL	

SECTION IV - TECHNICAL PROPOSAL (TP)

Notes on the Preparation of Technical Proposal

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

It shall contain the following:-

- (a) Submission letter
- (b) Comments and suggestions of the consultant on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity.
- (c) Description of the methodology and work plan for performing the assignment
- (d) The proposed key staff for the assignment
- (e) Consultancy services activities times schedule.

(to be prepared by the candidate as appropriate)

N/B. Any technical proposal which fails to achieve the total minimum score indicated in the appendix to the information to tenderers shall be rejected at this stage and will not proceed to the next stage of evaluation.

SECTION V- FINANCIAL PROPOSAL

Notes on the Preparation Financial Proposal

The financial Proposal shall be prepared and submitted by the candidates. It shall contain the following.

- (a) Submission letter indicating total fees
- (b) Summary of costs
- (c) Breakdown of fees per activity
- (d) Breakdown of reimbursable costs/expenses per activity
- (e) Miscellaneous expenses
- (f) Terms of Payments

(to be prepared by the candidate as appropriate)

N/B. The original and all copies of the Financial Proposal should be sealed in an envelope clearly marked “FINANCIAL PROPOSAL” and warning: “DO NOT OPEN WITH THE TECHNICAL PROPOSAL”.

SECTION VI- STANDARD CONTRACT FORM

**CONSULTANCY/DESIGN
(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 Consultant’s name] of [or whose registered office is situated at] _____ [insert Consultants 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 Service, “which is made an integral part Of this Contract.
 - (ii) The Consultant shall provide the personnel listed 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 through to _____ [insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.
3. **Payment**
 - A. **Ceiling**
For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to Exceed _____ [insert amount]. This amount has been established based on the understanding that it includes all 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 signing the contract.

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 here below. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three Percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

4. **Project Administration** A.

Coordinator

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

B. Reports

The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the Course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

5. **Performance Standards** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
6. **Confidentiality** The Consultant shall not, during the term of this Contract and within two years after its expiration Disclose any proprietary or confidential Information relating to the Services, this Contract Or the Client’s business or operations without the Prior written consent of the Client.
7. **Ownership of Material** Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
8. **Consultant Not to be Engaged in certain Activities** The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
9. **Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
10. **Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client’s prior written consent.
11. **Law Governing Contract and 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

For the Consultant

Full name _____

Full name _____

Title _____

Title _____

Signature _____

Signature _____

Date _____

Date _____

**SECTION VII -
Number of GC**

**SPECIAL CONDITIONS OF CONTRACT
Amendments of and Supplements to Clauses in the
Clause 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.
- 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]
- 6.3 Payments shall be made according to the following:
Payment will be based on milestones which will be elaborated during contract formation; and issuance of a completion certificate will be based on the milestones achieved/completed; from the client.

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

REQUEST FOR REVIEW FORM

FORM RB 1

**REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary