



DEPOSIT PROTECTION FUND BOARD

CBK Pension House, 1st Floor, Harambee Avenue
P. O. Box 45983 - 00100 Nairobi Kenya
Telephone

REQUEST FOR PROPOSAL FOR PROVISION OF CONSULTANCY SERVICES FOR ACQUISITION OF AN INTERGRATED ICT SOLUTION FOR DEPOSIT PROTECTION FUNDS BOARD

RFP NO. DPFB/RFP/01/2014-2015

CLOSING DATE: 3RD JULY, 2014 AT 10.30 A:M

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SECTION I: Letter of Invitation

Tender Ref. DPFB/RFP/01/2014-2015

Tender name: Request for Proposal for Provision of Consultancy Services for Acquisition of an Integrated ICT Solution for DPFB

- 1.1 The Deposit Protection Funds Board requests proposals from eligible and competent consulting firms specialising in provision of consultancy on acquisition of IT Solutions, to submit proposal for carrying out consultancy on acquisition of an Integrated IT Solution for Deposit Protection Funds Board (DPFB)
- 1.2 Complete set of tender document may be obtained from the Deposit Protection Funds Board (DPFB) 1st Floor, CBK pension House, Harambee Avenue, Nairobi, Monday to Friday, between 9.00 A.m. and 4.30 P.M. upon payment of a non-refundable fee of **Kshs 1,000.00 in** Cash or Bankers cheque OR be downloaded from the CBK website; www.centralbank.go.ke for free. However, those who download the tender are advised to sign a tender register at the office of the Assistant Director on First Floor CBK Pension House before the tender closing date.
- 1.3 The Technical Proposal and Financial proposal are to be put in different envelopes clearly marked “Technical Proposal” and “Financial Proposal” and sealed in one outer envelope. Completed Request for Proposal documents should then be deposited in the tender box at **DPFB Office 1st floor of CBK, Pension House along Harambee Avenue**, so as to be received on or before **3rd July, 2014 at 10.30 A.M.**
- 1.4 The Technical Proposal document will be opened immediately after the closing time in the **Deposit Protection Fund Board Room 1st Floor CBK pension House** in Nairobi. Interested tenderers or their representatives may attend the tender opening. The Financial Proposals for bidders meeting the technical requirements will be opened later in the presence of the respective bidders.
- 1.5 Prices quoted should be 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.
- 1.6 Further information as pertains to this tender may be obtained from **the Office of the Director, Deposit Protection Funds Board (Tel: +254 20 2863800, Fax +254 20 221 1122)**, CBK Pension House, on 1st Floor between 9:00 am and 5:00 pm during working days.

**The Director
Deposit Protection Funds Board**

SECTION II – INFORMATION TO CONSULTANTS (ITC)

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2.1 Introduction

- 2.1.1 The Procuring Entity will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. 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 firsthand 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 Procuring Entity 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 employees, committee members, board members and their relatives (spouse and children) are not eligible to participate.
- 2.1.7 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 Procuring Entity address indicated in the Appendix “ITC”. The Procuring Entity 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 Procuring Entity may for any reason, whether at its own initiative or in response to a clarification

requested by an invited consultant(s), 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 Procuring Entity may at its 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 shall 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 has 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 Procuring Entity.
- (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 five (5) 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) 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 Procuring Entity will make its best effort to complete negotiations within this period.

2.5 **Submission, Receipt, and Opening of Proposals**

2.5.1 The original proposal (Technical Proposal and the Financial Proposal; see Para. 1.2) shall be prepared in indelible ink. It shall contain no **interlineations or overwriting**, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the 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 outer envelope and the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall be marked with the consultant's number allocated at the time of opening of the outer envelope and the Technical proposals but shall remain sealed and in the custody of a responsible officer of DPFB up to the time set for opening it.

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 DPFB 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 procuring entity 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 procuring entity shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows:

(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, meet the mandatory requirements or if it fails to achieve the minimum technical score indicated in the Appendix "ITC". The consultant may be asked as part of their evaluation to demonstrate their proposal or arrange a visit to an institution where similar services have been provided. This will be at the discretion of the procuring entity. A tenderer must score a minimum of **75%** to qualify.

2.8 Public Opening and Evaluation of Financial Proposal

- 2.8.1 After Technical Proposal evaluation, the procuring 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 procuring 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 procuring entity 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 The formulae for determining the Financial Score (S_f) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-

$S_f = 100 \times F_m / F$ 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. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) 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: - $S = S_t \times T \% + S_f \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

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

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

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

2.8.8 Price variation requests shall be processed by the procuring 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 procuring entity and the 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 DPFB 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 procuring entity expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the procuring entity will require assurances that the experts will be actually available. the procuring entity 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 procuring entity and the selected firm will initial the agreed Contract. If negotiations fail, DPFB 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 procuring entity 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. 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 (ITC)

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

Clause Reference

2.1.1 The name of the Client is: **Deposit Protection Funds Board; and**

The method of selection is: **Quality and Cost Based selection**

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

The name, objectives, and description of the assignment are:

Name of the proposal is: Request for Proposal for Provision of Consultancy Services for Acquisition of an Integrated ICT Solution for DPFB

OBJECTIVE OF THE PROPOSAL

The main objective of the consultancy is to guide DPFB on the acquisition of a modern ICT Solution that will support the business processes of the DPFB.

2.1.3 A pre-proposal conference will be held: **NO.**

The name, address and telephone number of the Client's official is: **Deposit Protection Funds Board, 1st Floor CBK Pension House, P. O. Box 45983 - 00100, Nairobi Kenya, Harambee Avenue, Telephone 2863800**

2.3.3 i). The minimum required experience of proposed professional staff is: Three **(3)Years**

(ii) Training is a specific component of this assignment: **Yes**

(iii) Additional information in the Technical Proposal includes is as per clause 2.10.6

2.4.5 The Proposal must remain valid for **120 days** after the submission date.

2.5.2 Consultants must submit an **original and one(1) additional copies** of each proposal.

2.5.3 The proposal submission address is: **Deposit Protection Funds Board, 1st Floor CBK Pension House, P. O. Box 45983 - 00100, Nairobi Kenya, Harambee Avenue, Telephone - 2863800.** Information on the outer envelope should also include the same address and Request for Proposal Number.

2.5.4 Proposals must be submitted no later than **3rd July, 2014 at 10.30 A. M**

2.6.1 The address to send information to the Client is: **Deposit Protection Funds Board, 1st Floor CBK Pension House, P. O. Box 45983 - 00100, Nairobi Kenya, Harambee Avenue, Telephone 2863800**

2.7.1 EVALUATION CRITERIA TO BE USE TO EVALUATE THE PROPOSALS

The proposal will be conducted by a service provider or consortium of service providers with practical experience in the area ICT Systems

The evaluation criteria to be used to evaluate the proposals is as given below:-

The first stage of the evaluation will involve determination of responsiveness to the mandatory requirements of the Request for proposals that will include:

No	Requirements	COMPLIANCE
MR 1	Provision of documentary evidence of the company's certificate of incorporation	
MR 2	Provision of a copy of the company's valid tax compliance certificate issued by KRA	
MR 3	Provision of audited accounts for the last two years	
MR 4	Provide Tender Security (Bid Bond) of KShs.50,000.00 in the form and format provided in this tender document	
MR 5	Company Profile using Business Questionnaire	

The second stage will involve technical evaluation of the bids meeting the Mandatory requirements in stage one. The bids will be scored as below:

Sr. No.	Criteria	Max. Points	Point System	Score awarded
1.	Specific Experience of consultancy firm:	30		
	<ul style="list-style-type: none"> Minimum of 5 years of experience in providing ICT consultancy services towards development or reengineering processes and systems acquisition 	15	Below 5 years prorated 5 years and above – 15 points	
	<ul style="list-style-type: none"> Previous relevant assignments within the deposit insurance industry and /or similar financial institutions/regulatory bodies 	15	1 site – 5 points 2 sites – 7 points More than 2 sites – 10 points	
2.	Qualifications of the key professional staff: Formal education and training, Experience, Relevant positions held	45		
	i) Systems/Process Engineer	18		
	<ul style="list-style-type: none"> Should possess minimum 1st degree & post-graduate qualifications in areas related to process management, systems engineering and project management 	9	Relevant professional qualification & Post Graduate Diploma – 5 points Relevant professional qualification and relevant masters degree – 9 points	
	<ul style="list-style-type: none"> Should have carried out previous assignments working in or consulting for well-established deposit insurance corporations/regulatory agencies/similar financial institutions. 	9	1 site – 5 points 2 sites – 7 points More than 2 years – 9 points	
	ii) ICT specialist	27		
	<ul style="list-style-type: none"> Should possess 1st degree & post – graduate qualification in computer science/computer programming/ information systems or systems development and integration or other relevant ICT qualifications. 	9	Relevant professional qualification – 5 points Relevant professional qualification and relevant master's degree – 9 points	
	<ul style="list-style-type: none"> Should demonstrate at least 3 years of experience in an ICT environment with recently completed comparable assignments. 	9	3–7 years – 5 points 8–10 years – 7 points > 10 years – 9 points	
	<ul style="list-style-type: none"> Professional experience in areas of systems development, networking, programming, integration 	9	5–7 years – 5 points 8–10 years – 7 points > 10 years – 9 points	

3.	Methodology	20		
	<ul style="list-style-type: none"> On the review of DPFB business processes 	4	1-4 marks depending on comprehensiveness	
	<ul style="list-style-type: none"> On Review/Development of DPFB Business Requirement Definition 	4	1-4 marks depending on comprehensiveness	
	<ul style="list-style-type: none"> On preparation of technical specifications for the incoming DPFB ICT Solution 	4	1-4 marks depending on comprehensiveness	
	<ul style="list-style-type: none"> On advice, guide and oversee the implementation, testing, training and commissioning of selected solution 	4	1-4 marks depending on comprehensiveness	
	<ul style="list-style-type: none"> On overseeing any development that will be required for components not covered in the COTS solutions 	4	1-4 marks depending on comprehensiveness	
4.	Training Plan for teams	5	1-5 marks depending on comprehensiveness	

The minimum technical score required to pass: seventy Five percent(75%)

Bidders scoring seventy five percent (75%) and above in the technical evaluation will have their financial bids opened for financial evaluation.

The third and final stage will be carried out as per clause 2.8.4. The weight to be assigned for Technical score (t) will be 0.8 while Financial score (p) will be 0.2

2.8.5 The tender evaluation committee shall evaluate the tender within **15 days** from the date of opening the tender.

2.10.2 The assignment is expected to commence after the signing of the contract.

SECTION III: - TERMS OF REFERENCE

3.0 BACKGROUND

The mandate of the Deposit Protection Fund Board (DPFB) is to promote public confidence in the banking system and contribute to the stability of the financial system in Kenya. The principal objectives of the Board are therefore to provide a deposit insurance scheme for depositors of member institutions and to wind up the operations of any institution in respect of which the Board is appointed as a liquidator. Complementary objectives are to hold, manage and apply funds levied as contributions from member institutions.

Through a previous consultancy, we have documented DPFB re-engineered processes. Detailed business requirements and specifications for an integrated DPFB ICT solution were also drawn. These are subject to review and adoption by this consultancy.

There are two important events that occurred and have an impact on the DPFB functions and the specifications that had been prepared for the consultancy.

- i. The Core Principles Assessment on DPFB operations and recommendations thereof.
- ii. Enactment of the KDI Act 2012 and the Regulations drafted thereof.

Taking these and other factors into account, the Board has identified a need to review the existing business processes and system specification documentation in light of new developments, including the current IT infrastructure with a view to recommending an ideal system(s) to support the existing and future business needs of the Board.

The Board wishes to engage an IT consultancy firm with knowledge and exposure to IT System implementations of well-established corporations to work closely with staff of the Board and selected vendors of ICT systems through a transparent tendering process to undertake the above exercise. The Board will provide a Project Management Office (PMO) under which the consultancy will work. The PMO will give direction and co-ordinate the project tasks within an agreed framework. The engagement will be on a deliverable-based contract where payments are dependent on the completion of specific tasks.

SERVICES TO BE RENDERED

Scope of Work

The main objective of the consultancy is to guide DPFB on the acquisition of a modern ICT Solution that will support the business processes of the DPFB. This will be undertaken by:

- Reviewing the business processes as documented from the previous project with respect to work as carried out today and the anticipated changes resulting from

the Core Principles Assessment and to cover the new functions occasioned by the enactment of the Kenya Deposit Insurance Act 2012.

- Recommendation on the adoption of the re-engineered processes within the board and guiding on the implementation of the new business processes in preparation of the incoming DPFB ICT solution.
- Reviewing/Developing Business Requirement Definition derived from the above re-engineered business processes.
- Identification of all interconnectivity (Interfaces) with external clients.
- Identification and recommendation of an appropriate workflow solution incorporating an effective document management system.
- Based on the business requirements definitions, the consultant will prepare the technical specifications for the incoming DPFB ICT Solution components including the interconnectivity with external clients for procurement by the Board in light of the already acquired hardware.
- Determination and endorsement on all 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.
- Determination of all training requirements for DPFB staff to utilize the recommended/acquired ICT Solution.
- Ensure comprehensive training to DPFB personnel in the utilization of new IT systems.
- Participation and guidance on the procurement process as external observers to select a suitable ICT solution for the Board. This will include all the involvement in the same light in the evaluation processes.
- Working with the overall project manager, advice, guide and oversee the implementation, testing, training and commissioning of selected solution.
- Oversee any development that will be required for components not covered in the COTS solutions. These components may include Liquidation, Deposit Insurance, and Fund Management etc.
- Ensure complete user and technical solution documentations. This will include technical manuals, user guides etc for the acquired solution, including sufficient warranty and maintenance provision.

Deliverables

The following will constitute the mandatory deliverables of this consultancy and shall be prepared in English:

- A comprehensive consultancy inception report.
- A comprehensive report of DPFB business processes with recommendations for process improvement and implementation.
- A report on completion of implementation of the re-engineered processes in the board.

- A detailed report on DPFb Business Requirement Definition.
- Detailed recommendation on the DPFb ICT solution, interfaces, workflow and document management solutions including networking and any other software requirements.
- Detailed technical specifications on the DPFb ICT solution, interfaces, workflow and document management solutions including networking and any other software requirements to enable initiation of procurement process.
- A timely detailed project implementation resourcing report prior to the implementation of the ICT solution.
- An independent report on the procurement process for the ICT system after system is selected.
- Regular risk profiles reports.
- Detailed report of training requirements for DPFb staff to utilize the ICT solution.
- Detailed Solution technical and user documentations for use and references. This will include technical manuals, user guides etc for the acquired solution.
- Weekly progress reports will be required for tracking on the consultancy and for briefs to DPFb Senior Management.

Reporting Requirements

The consultants will report to the Project Manager and/or a designated member of the DPFb Senior Management and work closely with IT staff and all divisional heads.

Estimation of Time Effort

The consultancy is expected to be carried out within a period of **eighteen (18) months** working fulltime at the DPFb offices.

Counterpart Resources

The DPFb will make available the physical facilities like office space, telephone (landlines) and network connectivity for consultants.

QUALIFICATIONS OF THE CONSULTANCY FIRM

The work described above should be conducted by a consultancy firm with experience gained from providing similar services to institutions similar to DPFb in form, size and classification. The firm should have participated in a review of business processes and IT systems within the last **5 years** and must have experience in aligning ICT to core business objectives. Knowledge and exposure to IT systems of deposit insurance corporations, State Corporations (In Kenya) and/or regulatory agencies is desirable. The firm shall provide a team of experts made up of:

- At least one expert in systems engineering, project management and preferably with working knowledge of deposit insurance schemes.

- At least one ICT expert with wide experience in systems analysis, specifications, design and implementation.

Hands on experience on the procurement of ICT systems in the context of the procurement rules and regulations as prescribed by the Government of Kenya is essential.

The following will constitute the mandatory deliverables of this consultancy and shall be prepared in English.

NB. Interested consultant should provide as part of their bids a comprehensive work plan and methodology on how they carry out the assignment. This should demonstrate the bidders understanding of the assignment.

No.	Description	Quantity	Delivery Time
1.	A comprehensive report of DPFB business processes with recommendations for process improvement		
2.	A detailed report on DPFB Business Requirement Definition.		
3.	Detailed technical specifications for proposed ICT systems and software requirements to enable initiation of the procurement process		
4.	A detailed project implementation resources requirements report before the implementation of the ICT project starts		
5.	An independent report on the procurement process for the ICT system after system is selected		
6.	Project progress reports including risk profiles		
7.	Detailed Solution technical and user documentations and manuals for all systems.		
8.	Detailed report of training requirements for DPFB staff on the ICT solution.		

SECTION IV - TECHNICAL PROPOSAL

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4.1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

To: Director, DPFB

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for **Carrying out Integrated ICT System for DPFB** in accordance with your Request for Proposal dated _____ and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

We remain,

Yours sincerely,

_____ *[Authorized Signature]:*

_____ *[Name and Title of Signatory]*

_____ *[Name of Firm]*

_____ *[Address:]*

4.2. 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)

4.3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CENTRAL BANK OF KENYA.

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

4.4 DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

4.5 TEAM COMPOSITION AND TASK ASSIGNMENT

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

4.6. 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: _____

4.7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

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

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

4.8. 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 V: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

- 1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by DPFb.
- 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. Where another currency other than Kenya shillings is used, the applicable rate for conversion will be the **CBK mean rate for the date of tender opening**.
- 3 The financial proposal should be prepared using the Standard forms provided in this part

SECTION V - FINANCIAL PROPOSAL STANDARD FORMS

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5. 1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: Director,
Deposit Protection Fund Board
P.O. Box 45983 - 00100
Nairobi, Kenya

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for **Carrying out Integrated ICT System for DPFB** in accordance with your Request for Proposal datedand our Proposal. Our attached Financial Proposal is for the sum of Kenya shillings

_____ [Amount in
words and figures] inclusive of the taxes.

We remain,

Yours sincerely,

_____ [Authorized Signature]

:

_____ [Name and Title of Signatory]:

_____ [Name of Firm]

_____ [Address]

5.2. SUMMARY OF COSTS

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

5.3. BREAKDOWN OF PRICE PER ACTIVITY

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

5.4. 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				_____

5.5. 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				_____

5.6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

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

SECTION VI: SAMPLE CONTRACT FOR CONSULTING SERVICES -SMALL ASSIGNMENTS -LUMP-SUM PAYMENTS

CONTRACT FORM

This Agreement, [hereinafter called “the Contract”) is entered into this _____/ by and between Central Bank of Kenya whose registered office is situated at CBK Head office, Haile Selassie Avenue (hereinafter called “the Client”) of the one part AND

_____ of [or whose registered office is situated at]_____ 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_____ and continuing through to_____, 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_____. 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 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 _____ 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

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;_____

LETTER OF NOTIFICATION OF AWARD

DPFB
P.O. Box 45983 - 00100
Nairobi, Kenya

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