



## **DEPOSIT PROTECTION FUND BOARD**

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

### **REQUEST FOR PROPOSAL FOR A PROJECT MANAGER CONSULTANT TO OVERSEE IMPLEMENTATION OF AN INTEGRATED ICT PROJECT FOR DEPOSIT PROTECTION FUNDS BOARD**

**RFP NO. DPFb/RFP/02/2014-2015**

**CLOSING DATE: 3<sup>RD</sup> JULY, 2014 AT 10.30 A:M**

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## SECTION I: LETTER OF INVITATION

**Tender Ref. DPFB/RFP/02/2014-2015**

**Tender name: Request for Proposal for a Project Manager Consultant to Oversee Implementation of an Integrated ICT Project for Deposit Protection Fund Board (DPFB)**

- 1.1 The Deposit Protection Funds Board requests proposals from eligible and competent Professional Consultant specializing in offering ICT project management services, to submit proposal for a Project Manager Consultant to Oversee Implementation of an Integrated ICT Project for Deposit Protection Fund 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](http://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 envelop. Completed Request for Proposal documents should then be deposited in the tender box **at DPFB Offices 1st floor of CBK, Pension House along Harambee Avenue**, so as to be received on or before **3<sup>rd</sup> 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 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

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## SECTION II - INFORMATION TO CONSULTANTS

### 2.1 Introduction

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

## **2.2 Clarification and amendment to the RFP documents**

- 2.2.1 Individual consultant may request clarification of any of the RFP documents not later than Seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to the procuring entity's address indicated in the special conditions of contract. The procuring entity will respond by post, fax or email to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all individual consultants invited to submit proposals.
- 2.2.2 At any time before the deadline for submission of the proposals, the procuring entity may for any reason, either at its own initiative or in response to a clarification requested by an intended individual consultant amend the RFP. Any amendment shall be issued in writing, fax or email to all invited individual consultants and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the proposals.
- 2.2.3 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 2.2.4 The procuring entity shall reply to and clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

## **2.3 Preparation of proposals**

- 2.3.1 The individual consultant's proposal shall be written in English language.
- 2.3.2 In preparing the Technical proposal, the individual consultants are expected to examine the documents consisting the RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 2.3.3 While preparing the Technical proposal, the individual consultant must give particulars attention to the following:
- (a) If an individual consultant considers that he/she does not have all the expertise required for the assignment he/she may suggest in the proposals other individual(s) who will assist in the assignment but they will not be party to the contract for the purpose of the

performance of the assignment. An individual consultant will not propose other individual consultants invited to submit proposals for the assignment. Any individual consultant in contravention of this requirement shall automatically be disqualified.

- (b) For all the staff who will be involved in the exercise of the proposals to consultant must indicate their responsibility in the assignment and also the staff time as necessary.
- (c) The curriculum vitae (CV) of the staff proposed must be submitted with the proposal.

2.3.4 The Technical proposal shall provide the following information;

- (a) the individual 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 individual consultants are expected to take into account the time required in completing the assignment as outlined in the RFP documents. The financial proposal will therefore be quoted in fees per day or month. The financial proposal may also include other costs as necessary, which will be considered as reimbursable.

2.4.2 The Financial proposal should include the payable taxes.

2.4.3 The fees shall be expressed in Kenya Shillings.

2.4.4 The Financial proposal must remain valid for 90 days after the submission date. During this period the individual consultant is expected to keep available at his own cost any staff proposed for the assignment. The procuring entity will make best efforts to complete negotiations within

this period. If the procuring entity wishes to extend the validity period of the proposals, the consultants who do not agree, have the right not to extend the validity of their proposals.

- 2.4.5 The financial proposal must comply with the law governing the profession of the consultant.

## **2.5 Submission, Receipt and opening of proposals**

- 2.5.1 The technical proposal and the financial proposal (if required) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the individual consultants. Any such corrections must be initialed by the individual consultant.

- 2.5.2 For each proposal the individual consultants shall prepare the proposals in the number of copies indicated in the special conditions of contract. Each Technical proposal and Financial proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

- 2.5.3 The original and all copies of the Technical proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" , and the original and all copies of the financial proposal in a sealed envelope duly marked "FINANCIAL PROPOSAL". Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring entities address and other information indicated in the appendix to the instructions to consultants and clearly marked "DO NOT OPEN before (day, date and time of submission of the proposal)"

- 2.5.4 The completed Technical and Financial proposals must be delivered at the submission address on or before the time and date of the submission of the proposals indicated in the appendix to the instructions to consultants. Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the individual consultant unopened. For this purpose the inner envelope containing the technical and financial proposals will bear the address of the individual consultant submitting the proposals.

- 2.5.5 After the deadline for submission of proposals the outer envelope and the technical proposals shall be opened immediately by the opening committee. The financial proposals shall be marked with the individual consultants number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in the custody of a

responsible officer of the procuring entity up to the time set for opening them.

## **2.6 Evaluation of the Proposal (General)**

2.6.1 From the time the proposals are opened to the time of the contract award, if any individual consultant wishes to contact the procuring entity on any matter relating to his/her proposal, he/ she should do so in writing at the address indicated in the appendix to the instructions to consultants. Any effort by an individual consultant to influence the procuring entity's staff in the evaluation of proposals companion proposals or awards of contract may result in the rejection of the individual consultant proposal.

2.6.2 The proposal evaluation committee shall have no access to the Financial Proposal, which in any case will remain sealed, until the technical evaluation is concluded or finalized.

## **2.7 Evaluation of Technical Proposals**

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

	<u>CRITERIA</u>	<u>POINTS</u>
(i)	CV of the individual consultant	30
(ii)	specific experience of the individual consultant related to the assignment	30
(iii)	adequacy of methodology and work plan in response to the Terms of reference	<u>40</u>
	Total points	100

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

2.7.3 Each responsive proposal will be given a technical score (ST). any technical proposal which fails to achieve the total minimum score indicated in the appendix to the information to tenderers shall be rejected at this stage and will not proceed to the next stage of evaluation. The

respective financial proposal will be returned to the individual consultant unopened.

## **2.8 Opening and Evaluation of Financial Proposals**

2.8.1 After completion of the evaluation of Technical proposals the procuring entity shall notify the individual consultants whose proposal did not meet the minimum technical score or were declared non responsive to the RFP and terms of reference. The notification will indicate that their financial proposals shall not be opened and will be returned to them unopened after the completion of the selection process and contract award. At the same time, the procuring entity shall simultaneously notify the consultants who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by the procuring entity for opening their financial proposal. They will also be invited to attend the opening ceremony if they wish to do so.

2.8.2 The financial proposals shall be opened by the procuring entity in the presence of the individual consultants who choose to attend the opening. The name of the individual consultant, the technical score and the proposed fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial proposals.

2.8.3 The 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:

$S_f = 100 \times f_m / f$  where  
S<sub>f</sub> is the financial score  
F<sub>m</sub> 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

2.8.4 The individual consultants proposals will be ranked according to their combined technical score (st) and financial score (sf) using the weights indicated in the appendix to the instructions to consultants. Unless otherwise stated in the appendix to the instructions to consultants 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 individual consultant achieving the highest combined technical and financial score will be invited for negotiations.

## **2.9 Negotiations**

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

2.9.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the individual consultant to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.

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

## **2.10 Award of Contract**

2.10.1 The contract will be awarded before commencement of negotiations. After negotiations are completed the procuring entity will promptly notify the other individual consultants that they were unsuccessful and return the financial proposals of the individual consultants who did not pass technical evaluation.

2.10.2 The selected individual consultant is expected to commence the assignment on the date indicated in the appendix to the information to consultants or any other date agreed with the procuring entity.

## **2.11 Confidentiality**

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

## **Appendix to Information to Consultants (ITC)**

The following information for procurement of Professional 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**

2.4.1 The consultancy fee payments are dependent on the completion of specific tasks.

2.4.4 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, 1<sup>st</sup> 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.

2.5.3 Proposals must be submitted no later than **3<sup>rd</sup> July, 2014 at 10.30 A. M**

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

### 2.7.1 EVALUATION CRITERIA TO BE USE TO SELECT THE PROFESSIONAL CONSULTANT

The Project Manager Consultant will be required to have practical experience in the area management of ICT Projects.

The evaluation criteria to be used to select the consultant is as given below:-

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

	<b>Requirements</b>	<b>COMPLIANCE</b>
<b>MR 1</b>	Provision of up-to date Curriculum Vitae	
<b>MR 2</b>	Provision of copy of registration certificate as a member of a relevant professional body	
<b>MR 3</b>	Provision of copies of Academic and professional Certificates	

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
	<b>a) Qualification/ Experience in Project Management</b>	<b>75</b>		
	<ul style="list-style-type: none"> <li>Should possess minimum of post graduate qualification in project management</li> </ul>	19	Post graduate diploma in project management - 9 points Masters in project management - 19 points	
	<ul style="list-style-type: none"> <li>Should have successfully carried out ICT project management for well-established deposit insurance corporations/ regulatory agencies / financial institutions of comparable size</li> </ul>	19	3- 5 sites - 5 points 6 -8 sites - 10 points >8sites - 19 points	
	<ul style="list-style-type: none"> <li>Should have at least 5 years' experience in ICT project management.</li> </ul>	19	Below 5 years prorate >= 5 and above - 19 points	
	<ul style="list-style-type: none"> <li>Minimum 3 years' experience in personnel management</li> </ul>	9	Below 3 years prorate >3 years - 9 points	
	<ul style="list-style-type: none"> <li>Should possess PMP or PRINCE II Certifications or relevant equivalent</li> </ul>	9	No certification - 0 One certification- 9	

	<b>b)</b>	<b>Methodology</b>	<b>20</b>		
		<ul style="list-style-type: none"> <li>Project planning</li> <li>Project execution</li> </ul>	4	1-4 marks depending on comprehensiveness	
			4	1-4 marks depending on comprehensiveness	
		Project monitoring and control	4	1-4 marks depending on comprehensiveness	
		Communication on project status and risk management to all stakeholders	4	1-4 marks depending on comprehensiveness	
		Project Change control management	4	1-4 marks depending on comprehensiveness	
	<b>c)</b>	<b>Training Plan for project teams</b>	<b>5</b>	1-5 marks depending on comprehensiveness	

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

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

The Financial proposals will be evaluated as per Clause 2.8.3

**The final stage will be carried out as per clause 2.8.4. The weight to be assigned for Technical score will be 80% while Financial Score will be assigned 20%.**

2.8.5 The tender processing 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 (TOR)**

### **3.1 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 in this project.

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

- 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 IT solution to support the existing and future business needs of the Board.

The Board wishes to engage Project Manager consultant with knowledge and exposure to IT project management 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 project manager will work. The PMO will give direction and co-ordinate the project tasks within an agreed framework.

## **SERVICES TO BE RENDERED**

### **Scope of Work**

The main objective of the ICT Project Manager consultancy is to initiate, plan, execute, monitor, control and on completion close the DPFB ICT project. This will be undertaken through:

- Project initiation
- Project planning
- Project execution
- Project monitoring and control
- Project Issues management
- Project Change Control management
- Communication on project status and risk management to all stakeholders
- Project closure

### **Deliverables**

The following will constitute the mandatory deliverables of the project manager consultant and shall be prepared in English:

- Project initiation documentation. This will involve review and adoption of the so far developed project initiation documentations and development of all other documents for this stage.
- Project Plan. This will involve development of Work Break Down structures (WBS), estimations, scheduling (precedence diagrams, CPM, bar/gantt charts, PERT etc), risk and contingency A comprehensive project charter. This will involve risk and contingency planning.
- A Communication management strategy.
- The decision rights for the project governance committees and other stakeholders and how they relate
- A checkpoint report for monitoring project stage status.
- Deliverables descriptions and status report.
- A benefit review plan.
- Quality register and quality management strategy.
- Risk register and risk management strategy.
- Work packages for deliverables.
- A daily log.
- Highlights report.

- Issues register.
- Lessons report.
- Exception report.
- End stage report.
- End project report.
- Any other report relevant to the project.

### **Reporting Requirements**

The project Manager consultant will report to the Project Management committee and/or a designated member of the DPFb Senior Management and work closely with the DPFb team managers.

### **Estimation of Time Effort**

The project management is expected to be carried out within a period of **eighteen months (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 project management consultant(s).

## **QUALIFICATIONS OF THE PROJECT MANAGER CONSULTANT**

The work described above should be conducted by a Project Manager Consultant with experience gained from providing similar services to institutions similar to DPFb in form, size and classification. The professional consultant should have successfully managed an ICT project within the last **5 years** and must have experience in using formal modern project management techniques such as PRINCE2. Knowledge and exposure in the use of project management tools will be paramount.

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

### **Mode of Payment**

The engagement will be on a deliverable-based contract where payments are dependent on the completion of specific tasks.

## **SECTION IV - TECHNICAL PROPOSAL (TP)**

### **Notes on the Preparation of Technical Proposal**

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

It shall contain the following:-

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

*(to be prepared by the consultant as appropriate)*

## **SECTION V- FINANCIAL PROPOSAL (FP)**

### **Notes on the Preparation Financial Proposal**

The financial proposal shall be prepared and submitted by the consultants. 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

*(to be prepared by the consultant as appropriate)*

## SECTION VI - STANDARD CONTRACT FORM

### 1. STANDARD CONTRACT FORM

#### INDIVIDUAL PROFESSIONAL CONSULTANTS (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."

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

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 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   | <b>Performance Standards</b>                              | 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.  | <b>Confidentiality</b>                                    | 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.  | <b>Ownership of Material</b>                              | 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.  | <b>Consultant Not to be Engaged in certain Activities</b> | 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.  | <b>Insurance</b>  | The Consultant will be responsible for taking out any appropriate insurance coverage.  |
| 10. | <b>Assignment</b>   | 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

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

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

For the Consultant

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

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**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 of .....20.....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...

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**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on  
..... day of .....20.....

SIGNED  
Board Secretary