



**KENYA TRADE NETWORK AGENCY (KENTRADE)**  
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## **CONSULTANCY SERVICES FOR KENTRADE ICT SYSTEMS AUDIT**

**TENDER NO. KTNA/RFP/03/2017-2018**

**DECEMBER, 2017**

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## INTRODUCTION

1. This Standard Request for Proposals (SRFP) has been prepared for use by The Kenya Trade Network Agency in the procurement of **Consultancy Services for KenTrade ICT Systems Audit**.
2. The SRFP includes Standard form of Contract for small assignments which are for lump sum or time based payments.
3. The General Conditions of Contract should not be modified and instead the Special Conditions of Contract should be used to reflect the unique circumstances of the particular assignment. Similarly the information to consultants should only be clarified or amended through the Appendix to information to Consultants.
4. The request for proposals (RFP) includes the following documents:

Section I	-	Letter of invitation
Section II	-	Information to consultants Appendix to Consultants information
Section III	-	Terms of Reference
Section IV	-	Technical proposals
Section V	-	Financial proposal
Section VI	-	Standard Contract Form
5. KENTRADE has undertaken to ensure that the evaluation criterion is clear and explicit and that it refers to the needs and characteristics of this specific procurement.

### Required:

6. In **order to improve ICT Systems efficiency**, Ken Trade requires undertaking a comprehensive review of its ICT systems. The review will enable Ken Trade to serve its stakeholders better and more effectively. KENTRADE is therefore seeking for consultancy services for comprehensive audit of its ICT systems.

## SECTION I - LETTER OF INVITATION

Date: 19/12/2017

**RE: TENDER NO: KTNA/RFP/03/2017-2018  
CONSULTANCY FOR PROCUREMENT OF CONSULTANCY SERVICES FOR KENTRADE ICT  
SYSTEMS AUDIT.**

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- 1.1 The Kenya Trade Network Agency invites proposals for Consultancy Services for procurement of **Consultancy Services for KenTrade ICT Systems Audit** as outlined in the terms of reference herein.
- 1.2 Interested eligible candidates may view and download the document **free of charge** from Government Tenders Portal (IFMIS) or from our website on the following link: - **<http://www.kentrade.go.ke/index.php/procurement/tenders>**, or purchase the documents at a cost of **Kshs. 1000.00** from the KenTrade procurement office at Embankment Plaza (1<sup>st</sup> Floor), Upper Hill.
- 1.3 **Bidders who download the tender document from the Government Portal- <http://supplier.treasury.go.ke/> shall be required to email their detailed contact information to [procurement@kentrade.go.ke](mailto:procurement@kentrade.go.ke) for future communication.**
- 1.4 Further information may also be obtained from the Procurement office, **Kenya Trade Network Agency, 1<sup>st</sup> floor, Embankment Plaza, in Upper Hill** during normal office working hours.
- 1.5 Prices quoted should be net, inclusive of all taxes and must be in Kenya Shillings and shall remain valid for 90 days from the closing date of the tender.
- 1.6 Proposals in a plain sealed envelope shall be submitted in two separate envelopes as **“TECHNICAL PROPOSAL,”** and **“FINANCIAL PROPOSAL”** and marked: **“Proposal to undertake Consultancy Services for KenTrade ICT Systems Audit”** and should be addressed to:-

**The Chief Executive Officer,  
Kenya Trade Network Agency (KENTRADE)  
P.O Box 36943-00200  
Nairobi**

Or deposited in the Tender Box at the Reception of KENTRADE Offices at **Upper Hill Embankment Plaza (first floor)** on or before **Wednesday, January 17, 2018 at 1000hours**

- 1.7 Opening of the proposals shall be done immediately thereafter in the KenTrade boardroom on first floor, Embankment Plaza (Upper Hill), in the presence of all bidders or their representatives who choose to attend.

**CHIEF EXECUTIVE OFFICER**

## SECTION II- INFORMATION TO CONSULTANTS (ITC)

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## **SECTION II: - INFORMATION TO CONSULTANTS (ITC)**

### **2.1 Introduction**

- 2.1.1 The Kenya Trade Network Agency (KENTRADE) has used Request for Proposal method to invite eligible bidders to participate
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment clarified in the terms of reference section of this tender document.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, consultants are encouraged to liaise with KENTRADE regarding any information that they may require before submitting a proposal.
- 2.1.4 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to KENTRADE are not reimbursable as a direct cost of the assignment; and (ii) KENTRADE is not bound to accept any of the proposals submitted.
- 2.1.5 The Kenya Trade Network Agency's employees, Committee members, Board members and their relatives (Spouse and Children) are not eligible to participate.

### **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 two [2] days before the proposal submission date. Any request for clarification must be sent in writing to;

**The Chief Executive Officer,  
Kenya Trade Network Agency,  
P O Box 36943-00200  
Nairobi.**

KENTRADE will respond by 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, KENTRADE may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent to all invited consultants and will be binding on them. KENTRADE 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 may result in rejection of a proposal.

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

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm, or has an extended and stable working relationship with it.
- (iv) Proposed professional staff must, as a minimum, have relevant experience, preferably having undertaken similar assignments within the public sector.
- (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 Kenya Trade Network Agency.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.

- (vi) Estimates of the total staff input (professional and support staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.

### **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 the office), and; (b) reimbursable expenses such as subsistence (per diem), transportation (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. KENTRADE will make its best effort to complete negotiations within this period. If KENTRADE wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

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

- 2.5.1 The original proposal (Technical Proposal and Financial Proposal) 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 authorized to sign the proposals.
- 2.5.2 For each proposal, the consultants shall prepare two (2no) copies. 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 prevail.

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 address;

**The Chef Executive Officer,  
Kenya Trade Network Agency,  
P O Box 36943-00200  
Nairobi.**

And should be marked  
**"DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE OPENING COMMITTEE."**

- 2.5.3 The completed Technical and Financial Proposals must be delivered to KENTRADE Office at Embankment Plaza (first floor) on or before **Wednesday, January 17, 2018 at 1000hours**. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 2.5.4 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the KENTRADE Procurement department up to the time for public opening of financial proposals.

## **2.6 Proposal Evaluation General**

- 2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact KENTRADE on any matter related to his proposal, he should do so in writing at the address indicated above. Any effort by the firm to influence KENTRADE in the proposal evaluation, proposal comparison or Contract award decisions shall 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 KENTRADE shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as specified in the terms of reference.

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

## **2.8 Public Opening and Evaluation of Financial Proposal**

- 2.8.1 After Technical Proposal evaluation, KENTRADE 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. KENTRADE 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 one (1) day after the notification date. The notification shall be sent by 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. KENTRADE 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 (Sf) shall, unless an alternative formulae is

indicated in the Appendix "ITC", be as follows:-

$Sf = 100 \times \frac{FM}{F}$  where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + p = 1) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows: -  $S = St \times T \% + Sf \times P \%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

2.8.5 The tender evaluation committee shall evaluate the tender within 15 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 25% of the original contract price

2.8.8 Price variation requests shall be processed by KENTRADE within 15 days of receiving the request.

## **2.9 Negotiations**

2.9.1 Negotiations will be held at an address to be communicated to the successful consultant at an appropriate date. The aim is to reach an 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. KENTRADE 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 KENTRADE 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, KENTRADE expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, KENTRADE will require assurances that the experts will be actually available. KENTRADE 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 KENTRADE and the selected firm will initial the agreed Contract. If negotiations fail, KENTRADE will invite the firm whose proposal received the second highest score to negotiate a contract.

2.9.6 KENTRADE 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, KENTRADE 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 7 days from the date of notification of contract award unless there is an administrative review request.

2.10.4 KENTRADE may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.10.5 KENTRADE shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up

and is not the subject of legal proceedings relating to the foregoing.  
(d) Shall not be debarred from participating in public procurement.

## **2.11 Confidentiality**

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

## **2.12 Corrupt or fraudulent practices**

2.12.1 KENTRADE 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 KENTRADE 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

## Appendix to Information to Consultants

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

### Clause Reference

2.1 The name of the Client is: **KENYA TRADE NETWORK AGENCY**

2.1.1 Technical and Financial Proposals are requested: Yes  No

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2.1.2 The name, objectives, and description of the assignment are as specified in the terms of reference

2.1.3 Consultants **must** submit an **original** and one additional **copy** of each proposal.

2.1.4 The proposal submission address is:  
**Kenya Trade Network Agency,  
Embankment Plaza – First Floor,  
P.O. Box 36943-00200-  
NAIROBI**

2.1.5 Information on the outer envelope should also include: **TENDER NUMBER, TITLE OF CONSULTANCY, and INDICATE WHETHER TECHNICAL OR FINANCIAL PROPOSAL AND THE CONSULTANT'S NAME SHOULD BE ON THE COVER OF THE FINANCIAL PROPOSAL**

2.1.5 Proposals must be submitted no later than **Wednesday, January 17, 2017 at 1000hours**

2.1.6 The address to send information to KENTRADE is as indicated in 2.1.4 above.

2.1.7 The minimum technical score required to proceed to Financial Evaluation will be **63 marks**

## **SECTION III: - TECHNICAL PROPOSAL**

### **Notes on the preparation of the Technical Proposals**

- 3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.

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**1. TECHNICAL PROPOSAL SUBMISSION FORM**

[\_\_\_\_\_ *Date*]

To: KENYA TRADE NETWORK AGENCY

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services \_\_\_\_\_  
for

\_\_\_\_\_ [*Title of consulting services*] in accordance with your  
Request for Proposal dated \_\_\_\_\_. We are hereby submitting our Proposal,  
which includes this Technical Proposal, [and a Financial Proposal sealed under a separate  
envelope-*where applicable*].

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

Yours sincerely,

\_\_\_\_\_ [*Authorized Signature*]:

\_\_\_\_\_ [*Name and Title of Signatory*]

\_\_\_\_\_ [*Name of Firm*]

\_\_\_\_\_ [*Address:*]

## 2. FIRM'S REFERENCES

### Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Assignment Name:	Country
Location within Country:	Professional Staff provided by Your Firm/Entity (profiles):
Name of Agency:	Agency's contact person for the assignment.
Address:	No of Staff-Months; Duration of Assignment:
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; \_\_\_\_\_

**3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE KENYA TRADE NETWORK AGENCY.**

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On the Terms of Reference:

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

On the data, services and facilities to be provided by the Kenya Trade Network Agency:

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

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

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## 5. TEAM COMPOSITION AND TASK ASSIGNMENTS

### 1. Technical/Managerial Staff

Name	Position	Task

### 2. Support Staff

Name	Position	Task

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

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of \_\_\_\_\_

Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

Detailed Tasks \_\_\_\_\_

Assigned: \_\_\_\_\_

### KeyQualification:

*[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.]*

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### Certification:

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

\_\_\_\_\_  
Date: \_\_\_\_\_

*[Signature of staff member]*

Date; \_\_\_\_\_

\_\_\_\_\_  
*[Signature of authorized representative of the firm]*

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

## 7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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

Months (in the Form of a Bar Chart) Reports Due: \_\_\_\_\_

Activities Duration: \_\_\_\_\_

Signature \_\_\_\_\_  
:

(Authorized  
representative)

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

## 8. ACTIVITY (WORK)

### SCHEDULE (a). Field

#### Investigation and Study

#### Items

*[1<sup>st</sup>, 2<sup>nd</sup>, etc., are months from the start of assignment)*

	1 <sup>st</sup>	2 <sup>nd</sup>	3	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>	10 <sup>th</sup>	11 <sup>th</sup>	12	
<hr/>													
<hr/>													
<b>Activity (Work)</b>													
<hr/>													
<hr/>													

### (b). Completion and Submission of Reports

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

## **SECTION IV: - FINANCIAL PROPOSAL**

### Notes on preparation of Financial Proposal

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

## SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

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# 1. FINANCIAL PROPOSAL SUBMISSION FORM

\_\_\_\_\_ [Date]

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ladies/Gentlemen:

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

We remain,

Yours

sincerely,

\_\_\_\_\_ [Authorized Signature]:

\_\_\_\_\_ [Name and Title of Signatory]:

\_\_\_\_\_ [Name of Firm]

\_\_\_\_\_ [Address]

**2. SUMMARY OF COSTS**

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		

**3. BREAKDOWN OF PRICE PER ACTIVITY**

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

**4. BREAKDOWN OF REMUNERATION PER ACTIVITY**

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

## 5. REIMBURSABLES PER ACTIVITY

Activity No: \_\_\_\_\_

Name: \_\_\_\_\_

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

## 6. MISCELLANEOUS EXPENSES

Activity No. \_\_\_\_\_ Activity Name: \_\_\_\_\_

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

## **SECTION V: - TERMS OF REFERENCE**

### **Section 5.1: Introduction**

Kenya Trade Network Agency (KENTRADE) is a State Corporation under the National Treasury. The mandate of KENTRADE is to implement, operationalize and manage the Kenya National Electronic Single Window System (Kenya Trade Net System) and to Facilitate Trade. The Kenya TradeNet System is an electronic platform used by the trading community and government agencies for submission and processing of standardized trade documentation.

In **order to improve ICT Systems efficiency**, KenTrade requires to undertake a comprehensive review of its ICT systems. The review will enable KenTrade to serve its stakeholders better and more effectively. KENTRADE is therefore seeking for consultancy services for comprehensive audit of its ICT systems.

#### **5.1.2 Objective**

The purpose of this terms of reference is to identify an experienced firm that can offer consultancy services in Systems Audit Review and guide KenTrade in addressing the gaps identified. The specific objectives for the assignment include the following:

- 1) To undertake a vulnerability assessment of the Agency's infrastructure and identify any potential threats that could potentially be exploited by internal or external parties.
- 2) Review of the current system and administrative controls and gauge their adequacy in meeting the business objectives.
- 3) Identify skills gap in existing staffing levels for the support of the single window systems and recommend remedial measures.
- 4) Ascertain whether the Agency is getting maximum benefits out of the ICT investments thus far undertaken and has received optimal value for money on the ICT investments;

#### **Duration Of The Consultancy Assignment – 4 months.**

#### **5.1.3 Scope of the assignment**

The consultancy assignment shall focus on review of the following systems:

- a. Kenya National Electronic single window system – A system that allows traders to lodge documents electronically for processing and approval; and make payments electronically for fees, levies, duties and taxes due to the Government on goods imported or exported.

## **5.2: REQUIREMENTS FOR THE CONSULTANCY**

### **5.2.1 ICT cost and investment management**

- a. Review the formal ICT procurements plans and determine whether they are aligned to business strategy;
- b. Review the Single window systems maintenance costs based on the original business case to determine if value for money was achieved;
- c. Evaluate Single window systems contracting practices, assessment, monitoring and prioritization when procuring ICT investments

### **5.2.2 Information security**

- a. Review the Information Security policy and benchmark with best practices.
- b. Review the security of Single window systems and assess the appropriateness/ suitability of the controls implemented.
- c. Determine whether there is a user awareness program in place and whether users have officially acknowledged the Agency information security polices; and
- d. Perform an external and internal penetration test and vulnerability assessment on the Single window systems ICT infrastructure. The test shall cover network environment, server(s) operating system security, application and database server(s).

### **5.2.3 Business Applications Review**

- a. Evaluate change, configuration and release management practices to determine whether scheduled and non-scheduled changes made to production environments are adequately controlled and documented;
- b. Ascertain that controls have also been established for implementation of emergency changes to the Agency's business applications;
- c. Review key processes involved in the development / acquisition of each application from requirements gathering through implementation to deployment;

### **5.2.4 ICT Infrastructure Review**

- a. Review of the existing infrastructure to identify any gaps/ weaknesses that could potentially be exploited.
- b. Establish how systems are operated in terms of efficiency and effectiveness and compare it with best practice

### 5.2.5 ICT support and third parties

- a. Establish whether the contracts and SLAs that Agency have with third parties that provide Single window systems support services are adequate;
- b. Review and make recommendations on terms for ICT outsourced services including assessing the extent to which third party technology service providers deliver value for the services contracted;
- c. Review operational constraints that may affect or are affecting the ICT systems performance in terms of:
  - i. User proficiency (effectiveness of user training)
  - ii. Capacity and capability of first level support
  - iii. Adequacy of supplier support
  - iv. Level of transfer of knowledge

## 5.3: DELIVERABLES

5.3.1 An inception report to be presented in two weeks after contract signing

5.3.2 Draft report of the consultancy.

5.3.3 Final report of the consultancy.

## 5.4: GENERAL REQUIREMENTS

Technical requirements and Terms of Reference (TOR's) have been detailed in this document. Bidders **'MUST'** respond to **ALL** the requirements on a clause by clause basis **stating clearly** how they meet the requirements and provide all the documentation required. Responses such as **"Complied"**, **"Yes"**, **"supports"**, **"√"**, **"x"** shall **NOT be accepted and** will be considered as **Non-responsive**.

### Documentation Requirements

Documentation must be in English.

## 5.5: EVALUATION

### 5.5.1 Evaluation Criteria

All tender responses will be evaluated in four phases

- a) Preliminary Evaluation
- b) Technical evaluation
- c) Due diligence
- d) Financial evaluation

### 5.5.2 Preliminary Evaluation

The following mandatory documents **MUST** be provided in the bid response. Bids that do not have all the following documents will not be assessed any further

- i. Statutory documents from the issuing body.
  - Registration certificate/ Certificate of incorporation
  - Valid Tax Compliance Certificate (TCC).
  - Valid trade license.
- ii. Confidential Business questionnaire duly filled and signed.
- iii. Form of Tender dully filled and signed (to be enclosed in the financial proposal).
- iv. Power of Attorney
- v. Audited financial accounts for the past three years with unqualified auditors opinion
- vi. Anti-Corruption affidavit form duly filled and signed

Bidders **MUST** comply with all mandatory requirements to be considered for Technical evaluation

### 5.5.3 Compliance to Technical Specification Matrix (60 Marks)

No.	Description of Criteria	Maximum Score
1.	Brief description of the firm; Organization structure of the implementation team together with their CVs inclusive of relevant technical certifications  (i) Project team organization structure clearly indicating responsibilities and functions (6marks)  (ii) At least 3 team members required. For each team member	20

	<p>relevant certification should be provided. The following are the expectations from the Agency:</p> <p>a) At least one of the Lead members <b>MUST</b> have a Master’s Degree in ICT, Finance and or Audit and practical experience in leading similar assignments with National coverage</p> <ul style="list-style-type: none"> <li>i. Masters Degree-3 marks</li> <li>ii. Relevant Experience as (a) above -3 marks ,</li> <li>iii. Experience not as a above =zero marks</li> </ul> <p>b) The <b>two other key</b> staff that must have ICT Certifications and Competencies, such as but not limited to Certified Information Systems Auditors (CISA) and Certified in Risk and Information Systems Control (CRISC) as per TOR with the following, each named expert above shall have the below marks for each expert named(Total Marks 8)</p> <ul style="list-style-type: none"> <li>i. Bachelors Degree and above –(2 marksX2= Total 4 marks)</li> <li>ii. Relevant Experience as (2c) below (2 marks X2=Total marks 4)</li> <li>iii. Experience not as a above =zero marks</li> </ul>	
2.(a)	<p>The firm’s consultants (at least 3) must have successfully implemented at least two (2) similar related projects/assignments in the last five (5) years.</p> <p><b>Provide client contact address and details of each identified assignment.</b></p> <p>Provide the TWO clients showing-</p> <p>a. The value of the assignment in Kshs (Max. Marks 6 )</p> <ul style="list-style-type: none"> <li>i. Value over 10,000,000 per the assignment =3 marks each(per assignment)</li> <li>ii. Value of 5,000,000 and 9,999,999=1 mark each(per assignment)</li> <li>iii. Value Below 5,000,000 =Zero Marks</li> </ul>	25

	<p>b. Description/scope of the assignment (Max. Marks 6 )</p> <ul style="list-style-type: none"> <li>i. 2 Assignments with national coverage -3 marks each</li> <li>ii. Other Assignments without national coverage -1 mark each</li> </ul> <p>c. Reachable contact addresses (Max. Marks 6) (At least 2 references sites of projects of similar nature( With National coverage) - 3 Marks each</p> <p>d. Provide copies of LSOs/Contracts for the two reference sites assignments (3.5 marks for each of the two)</p>	
2 (b)	<p><b>Qualifications and competence of the key staff proposed for the assignment</b></p> <p><b>Human Resource Capacity</b> (Attach documentary evidence i.e. CV's and copies of certificates)</p> <p>1. Lead Consultant as per TOR requirement with;</p> <ul style="list-style-type: none"> <li>a. Master's Degree in Business , Finance, IT or other relevant qualifications <ul style="list-style-type: none"> <li>i. Master's degree in business related course - 5 marks,</li> <li>ii. Bachelor's degree - 4 marks,</li> <li>iii. Diploma - 3 marks,</li> <li>iv. Certificate - 2 marks,</li> <li>v. any other qualification -1 mark</li> </ul> </li> <li>b. Registration with relevant professional body (2mks)</li> <li>c. Specific audit Experience of ICT Systems (3mks)</li> </ul>	10
2 (c)	<p>2. Provide CV's of at <b>least two other key</b> staff that include ICT Certifications and Competencies, such as but not limited to Certified Information Systems Auditors (CISA) and Certified in Risk and Information Systems Control (CRISC) as per TOR with the following, each named expert above shall have the below marks for each expert named; Attach documentary evidence i.e. CV's and copies of certificates)</p> <ul style="list-style-type: none"> <li>a. Academic Degree Qualification (2 marks each)</li> <li>b. Registration with professional bodies (2mks each)</li> <li>c. Specific Experience in ICT Systems Audit (1mks each)</li> </ul> <p><b><i>One of the staff must be from the disadvantaged groups i.e. Youth, Women or Persons with disability.</i></b></p>	10

2 (e)	<p>Adequacy of Proposed work plan and methodology in responding to the TOR</p> <ul style="list-style-type: none"> <li>i. Provide a point by point Methodology in Understanding and conformity to the Terms of Reference as provided. (10mks)</li> <li>ii. Provide Methodology on Additional suggestions/comments and proposals on the TORs that add value to the assignment. (5mks)</li> <li>iii. Proposed Work Plan schedule of the assignment (10mks)</li> </ul>	25
3	<p>Provide copies of full set of audited financial statements for the last three years</p> <p>1) <b>Three years unqualified report ( Max 3 marks)</b></p> <ul style="list-style-type: none"> <li>a) Three Unqualified reports 1 mark each</li> <li>b) Two Unqualified reports 1 mark each</li> <li>c) One Unqualified report 1 mark</li> </ul> <p><b>NB : all other than unqualified reports score zero</b></p> <p>The following ratios shall be calculated from the Financial statements provided:-</p> <p>2) Financial ratios</p> <ul style="list-style-type: none"> <li>I. Current Ratio <ul style="list-style-type: none"> <li>a) above 2:1= 3 Marks</li> <li>b) at 2:1= 2 marks</li> <li>c) 1:1, =1 mark</li> </ul> </li> <li>II. Working capital ratio <ul style="list-style-type: none"> <li>a. positive ratio -2 marks,</li> <li>b. Negative Ratio - 0 mark</li> </ul> </li> </ul> <p>3) <b>Debt to Equity Ratio or Debt to Assets Ratio</b></p> <ul style="list-style-type: none"> <li>a. Equity higher than Debt= 2 marks,</li> <li>b. Equity lower than debt =0 marks</li> </ul> <p style="text-align: center;"><b>OR</b></p> <ul style="list-style-type: none"> <li>a. Assets higher than Debt= 2 marks,</li> <li>b. Assets lower than debt 0 marks</li> </ul>	10
	<b>Total</b>	<b>100</b>

Bidders must score **at least 80% which will be converted out of 60 marks (48 marks)** under this technical evaluation section in order to proceed to due diligence evaluation.

#### 5.5.4 Due Diligence

The maximum score under this stage of evaluation is **20 marks. (10 Marks for each site)** Bidders must score **at least 15** out of the 20 marks to proceed to the Financial Evaluation stage. Due diligence will be undertaken in order to confirm the authenticity of the reference sites and the scope

of work done in relation to this Consultancy amongst other criteria stipulated below. The scores are allocated as follows

Description of criteria	Max. Scores	Bidder	
		SITE 1	SITE 2
<b>Authenticity of the two sites provided.</b> <b>If authenticity for any provided site is established to be false, the bidder will score zero for Due Diligence/ Post Qualification section.</b>	4		
Proof of the scope of work carried out in relation to this tender.	4		
Proof of completion of work on site ( 1& 2)	4		
Team involved in the implementation The team to have requisite qualification <b>(A degree in ICT and ICT Certifications and Competencies, such as but not limited to Certified Information Systems Auditors (CISA) and Certified in Risk and Information Systems Control (CRISC))</b>	4		
Client satisfaction on the deployment and post implementation support. (To include project timelines, deliverables, support and general performance of the contractor).	4		
<b>Total Scores</b>	<b>20</b>		

### 5.5.5 Financial Evaluation

Bidders must provide an itemized list of all item related costs that are deemed necessary to successfully handle the consultancy assignment at KENTRADE. Failure to cost everything shall not relieve the Bidder from providing such items as necessary to meeting all the requirements specified in the proposal at the price quoted.

The maximum score under this section is 20 marks. Financial score will be evaluated by the formula below:

$$\text{Financial Score} = 20 * \left( \frac{\text{Lowest Quoted Amount}}{\text{Bidder Quotated Amount}} \right)$$

## 5.6 Overall Evaluation Criteria

No.	Criteria	Maximum Score	Cut off
1.	Mandatory/Preliminary Evaluation	Mandatory	Mandatory
2.	Technical Evaluation	60	48
3.	Due Diligence	20	15
4.	Financial Evaluation	20	Computed score
	<b>Totals</b>	<b>100</b>	Highest score

**The Bidder with the highest combined score will be recommended for award of the Consultancy.**

## **SECTION VI:**

### **STANDARD FORMS OF CONTRACT**

#### **ANNEX I – LARGE ASSIGNMENTS (LUMP-SUM PAYMENTS)**

##### **STANDARD FORM OF CONTRACT FOR CONSULTING SERVICES**

###### **Special Notes**

1. The Lump-Sum price is arrived at on the basis of inputs – including rates – provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs, usually reports. Lump-sum contracts have the simplicity of administration, the Client having only to be satisfied with the outputs without monitoring the staff inputs and should be used for large Assignments in for example Design; Engineering; Supervision and Management Services; Master plans; Economic and Feasibility studies; and Surveys.
2. The Contract includes four parts: Form of Contract, the General Conditions of Contract, the Special Conditions of Contract and the Appendices. The Client using this standard contract should not alter the General Conditions. Any adjustment to meet any specific project features should be made only in the Special Conditions.

CONTRACT FOR CONSULTANT'S SERVICES

Large Assignments (Lump-Sum Payments)

**between**

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***[name of the Client]***

**AND**

---

***[name of the Consultant]***

**Dated: \_\_\_\_\_ *[date]***

## I. FORM OF CONTRACT

### Large Assignments (Lump-Sum Payments)

This Agreement (hereinafter called the "Contract") is made the \_\_\_\_\_ day of the month of \_\_\_\_\_ [month], [year], between \_\_\_\_\_, [name of client] of [or whose registered office is situated at] \_\_\_\_\_ [location of office] (hereinafter called the "Client") of the one part AND \_\_\_\_\_ [name of consultant] of [or whose registered office is situated at] \_\_\_\_\_ [location of office] (hereinafter called the "Consultant") of the other part.

### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultant, having presented to the Client that he has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The following Appendices: *[Note: If any of these Appendices are not used, they should be deleted from the list]*
    - Appendix A: Description of the Services
    - Appendix B: Reporting Requirements
    - Appendix C: Key Personnel and Sub consultants
    - Appendix D: Breakdown of Contract Price in Foreign Currency
  
    - Appendix E: Breakdown of Contract Price in Local Currency
  
    - Appendix F: Services and Facilities Provided by the Client
2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:

- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of \_\_\_\_\_ *[name of client]*

*[full name of Client's authorised representative]* \_\_\_\_\_ *of* \_\_\_\_\_ *Client's*

*[title]* \_\_\_\_\_

*[signature]* \_\_\_\_\_

*[date]* \_\_\_\_\_

For and on behalf of \_\_\_\_\_ *[name of consultant]*

*[full name of Consultant's authorized representative]* \_\_\_\_\_

*[title]* \_\_\_\_\_

*[signature]* \_\_\_\_\_

*[date]* \_\_\_\_\_

## GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

- 1.1 Definitions** Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:
- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
  - (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
  - (c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 herebelow;
  - (d) “Foreign Currency” means any currency other than the Kenya Shilling;
  - (e) “GC” means these General Conditions of Contract;
  - (f) “Government” means the Government of the Republic of Kenya;
  - (g) “Local Currency” means the Kenya Shilling;
  - (h) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;
  - (i) “Party” means the Client or the Consultant, as the case may be and “Parties” means both of them;
  - (j) “Personnel” means persons hired by the Consultant or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;
  - (k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
  - (l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
  - (m) “Sub consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.
- 1.2 Law Governing the Contract** This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.
- 1.3 Language** This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.
- 1.6 Authorized Representatives** Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.
- 1.7 Taxes and Duties** The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

## **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.
- 2.4 Modification** Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.

### **2.5 Force Majeure**

**2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible

about the occurrence of such an event.

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

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

## **2.6 Termination by the client**

2.6.1 The Client may terminate this Contract by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

**“corrupt practice”** means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the selection process or in Contract execution.

**“fraudulent practice”** means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

- (e) if the Client in his sole discretion decides to terminate this Contract.

## **Termination by the Consultant**

2.6.2 The Consultant may terminate this Contract by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the following events;

- (a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

## **2.6.3 Payment upon Termination**

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

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

## **3. OBLIGATIONS OF THE CONSULTANT**

### **3.1 General**

The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client and shall at all times support and safeguard the Client's legitimate interests in any dealing with Sub consultants or third parties.

### **1.2 Conflict of Interests**

- |  |   |
|--|---|
| <p>3.2.1 <b>Consultant (i)</b><br/><b>Not to</b><br/><b>Benefit from</b><br/><b>Commissions,</b><br/><b>Discounts,</b></p> | <p>The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission,</p> |
|--|---|

**Etc.** discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.

- (ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.
- (iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable

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

### 3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant

and his affiliates, as well as any Sub consultant and any of his affiliates, 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.

### 3.2.3 Prohibition of Conflicting Activities

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

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

## 3.3 Confidentiality

The Consultant, his subconsultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this

Contract or the Client's business or operations without the prior written consent of the Client.

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

### **3.5 Consultant's Actions Requiring Client's Prior Approval**

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

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

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

### **3.7 Documents prepared by the Consultant to be the Property of the client**

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

## **4. CONSULTANT'S PERSONNEL**

### **4.1 Description of Personnel**

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

## **4.2 Removal and/or replacement of personnel**

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

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

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

## **5. OBLIGATIONS OF THE CLIENT**

### **5.1 Assistance and Exemptions he provides the client**

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

### **5.2 Change in the Applicable Law**

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

### **5.3 Services and Facilities**

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

## **6. PAYMENTS TO THE CONSULTANT**

### **6.1 Lump-Sum Remuneration**

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Subconsultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

### **6.2 Contract Price**

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

### **6.3 Payment for Additional Services Provided**

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

### **6.4 Terms and Conditions of Payment**

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

### **6.5 Interest on Delayed Payment**

Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending .

## **7. SETTLEMENT OF DISPUTES**

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

### **7.2 Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

### III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Amendments  
**Conditions of Contract**  
and Supplements

**Clauses in the General**

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

1.4 The addresses are:

Client: Kenya Trade Network Agency

Attention: \_\_\_\_\_

Telephone: \_\_\_\_\_ Telex;

Facsimile: \_\_\_\_\_

Consultant: \_\_\_\_\_

Attention: \_\_\_\_\_

Telephone; \_\_\_\_\_

Telex: \_\_\_\_\_

Facsimile: \_\_\_\_\_

1.6 The Authorized Representatives are:

For the Client: **Joseph Kimanga**

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.*

3.4 The risks and coverage shall be:

- (i) Professional Liability \_\_\_\_\_
- (ii) Loss of or damage to equipment and property \_\_\_\_\_

6.2(a) The amount in foreign currency or currencies is \_\_\_\_n/a\_\_\_\_ *[Insert amount]*.

6.2(b) The amount in local Currency is \_\_\_\_\_ *[Insert amount]*

6.4 Payments shall be made according to the following schedule to be provided in the final contract document:

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

**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



**KENYA TRADE NETWORK AGENCY (KENTRADE)**

**ANTI CORRUPTION AFFIDAVIT FORM**

**REPUBLIC OF KENYA**

**IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT**  
**CHAPTER 15 OF THE LAWS OF KENYA**

**AND**

**IN THE MATTER OF THE PUBLIC PROCUREMENT AND DISPOSAL ACT, NO. 3 OF 2005.**

I, ..... of P.O. Box .....  
being a resident of ..... In the Republic of Kenya do hereby make  
oath and state as follows:-

1. THAT I am the .....;  
(Chief Executive/Managing Director/Principal Officer/Director) of  
.....(Name of the Business) which is a  
Candidate in respect of Tender Number ..... to  
supply goods, render services and/ or carry out works for Kenya Trade Network Agency  
and duly authorized and competent to make this Affidavit.

2. THAT the aforesaid candidate has not been requested to pay any inducement to any  
member of the Board, Management, Staff and/or employees and /or agents of Kenya  
Trade Network Agency, which is the procuring entity.

3. THAT the aforesaid Candidate , its servant(s) and/or agent(s) have not been offered  
and will not offer any inducement to any member of the Board, Management, Staff  
and/or employees and /or agents of Kenya Trade Network Agency.

4. THAT the aforesaid Candidate, its servant(s) and agent(s) have not been debarred  
from any procurement process.

5. THAT what is deponed to hereinabove is true to the best of my knowledge,  
information and belief.

SWORN at ..... by the said}

.....}

On this ..... day of ..... 20.....}

} \_\_\_\_\_ }  
DEPONENT

Before me }  
Commissioner for Oaths }

**Appendices**

APPENDIX A – DESCRIPTION OF THE SERVICES

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

APPENDIX B – REPORTING REQUIREMENTS

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

## APPENDIX C– KEY PERSONNEL AND SUBCONSULTANTS

**List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel and staff-months for each.**

**C-2 List of approved Sub consultants (if already available); same information with respect to their Personnel as in C-1.**

## APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

**Not Applicable**

## APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

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

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

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

## APPENDIX F – SERVICES AND FACILITIES PROVIDED BY THE CLIENT

- 1. Office Space**
- 2. Access Credentials to the Kenya National Electronic single window system**
- 3. Contract documents related to the procurement of the system**