PSASB

PUBLIC SECTOR ACCOUNTING STANDARDS BOARD (KENYA)

RFP NO: PSASB/PFMR/RFP/02/2020-2021

SUPPLY, DELIVERY & INSTALLATION OF DOCUMENT MANAGEMENT SYSTEM AND WORKFLOW SOLUTION

INVITATION DATE: 4TH NOVEMBER, 2020

CLOSING DATE: 17TH NOVEMBER, 2020

NOVEMBER, 2020

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INTRODUCTION

1. This Standard Request for Proposals (SRFP) has been prepared for use by public entities in Kenya in the procurement of consultancy services and selection of consultants.

2. The RFP includes Standard form of Contract for Large Assignments and small assignment which are for lump sum or time based payments.

3. A separate RFP has been provided for selection of individual professional consultants.

4. 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.

5. This RFP document shall be used where a shortlist of consultancy firms already exist or has been obtained through a shortlist after an advertisement of Expression of Interest for Consultancy required.

SECTION I - LETTER OF INVITATION

TO: **Public Sector Accounting Standards Board** ***Date*** ***4/11/2020***
CPA CENTRE, 8TH FLOOR
P.O BOX 38831-00100
NAIROBI, KENYA

Dear Sir/Madam,

RE: <u>SUPPLY, DELIVERY & INSTALLATION OF DOCUMENT MANAGEMENT SYSTEM AND WORKFLOW SOLUTION</u>

1.1 The Public Sector Accounting Standards Board invites proposals for the following consultancy services **for the supply, delivery and installation of document management system and workflow solution.**

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

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

1.3 Upon receipt, please inform us
(a) that you have received the letter of invitation
(b) whether or not you will submit a proposal for the assignment

Yours sincerely

SHAFEE YAQUB MOHAMED
<u>HEAD OF SUPPLY CHAIN MANAGEMENT</u>
<u>PUBLIC SECTOR ACCOUNTING STANDARDS BOARD</u>

SECTION II – INFORMATION TO CONSULTANTS (ITC)

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SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

2.1.1 The Client named the Appendix to "ITC" will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.

2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix "ITC" for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.

2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liase with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix "ITC" to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

2.1.4 The Procuring entity will provide the inputs specified in the Appendix "ITC", assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.

2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.

2.1.6 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate.

2.1.7 The price to be changed for the tender document shall be **FREE of Charge**.

2.1.8 The Public Sector Accounting Standards Board shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

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

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

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

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

(i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.

(ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.

(iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.

(v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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

(i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia,* the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.

(iii) A description of the methodology and work plan for performing the assignment.

(iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.

(v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.

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

(vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.

(viii) Any additional information requested in Appendix "A".

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix “A” specifies otherwise.

2.4.3 Consultants shall express the price of their services in Kenya Shillings.

2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.

2.4.5 The Proposal must remain valid for 60 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorised to sign the proposals.

2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked **“ORIGINAL”** or **“COPY”** as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked **“FINANCIAL PROPOSAL”** and warning: **“DO NOT OPEN WITH THE TECHNICAL PROPOSAL”**. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, **“DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.”**

2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITC”. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.6 **Proposal Evaluation General**

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix "ITC". Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.

2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.7 **Evaluation of Technical Proposal**

2.7.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria that forms part of the TOR of the client.

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

2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation , the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. Whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.

2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-

Sf = 100 X $^{FM}/_{F}$ 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* = I) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:- $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

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

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

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

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

2.9 Negotiations

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

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

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

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

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

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

2.10 Award of Contract

2.10.1The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.

2.10.2The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".

2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

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

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

2.10.6 To qualify for contract awards, the **Public Sector Accounting Standards Board** will carry out due diligence to determine that the tenderer shall have the following:

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

(d) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

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

2.12 Corrupt or fraudulent practices

2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to information to consultants

Note on the Appendix to Information to Consultants

1. The Appendix to information to consultant is intended to assist the procuring entity in providing specific information in relation to corresponding claims in the information to consultants included in Section II and the appendix has to be prepared for each specific consultancy.

2. The Procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the assignment of the consultancy and the proposals evaluation criteria that will apply to the RFP Consultancy.

3. In preparing the appendix the following aspects should be taken into consideration.

   (a) The information that specifies or complements provisions of Section II to be incorporated.

   (b) Amendments of Section II as necessitated by the circumstances of the specific consultancy to be also incorporated

   (c) Section II should remain unchanged and any changes or amendments should be introduced through the appendix.

Appendix to Information to Consultants

The following information for procurement of consultancy services and selection of consultants shall complement or amend the provisions of the information to consultants, wherever there is a conflict between the provisions of the information 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 The name of the Client is: **Public Sector Accounting Standards Board**

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

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

2.1.2 The name, objectives, and description of the assignment is as indicated in the terms of reference.

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

Public Sector Accounting Standards Board
P.O Box 38831-00100
Nairobi, Kenya
Cell no.0757924842
www.psasb.go.ke

2.1.4 The Client will provide the following inputs as specified in the terms of reference

2.1.6 (vii) Training is a specific component of this assignment: **YES**

(viii) Additional information in the Technical Proposal includes:

The Consultant must submit **certified copies** of the following mandatory Documents.

a) List of Current Directors of Firm(CR12)
b) Tax Compliance Certificate.
c) Tender Security of Kshs.100, 000 OR from Reputable banks or insurance companies/firms authorized by **PPRA.**

2.1.7 Taxes: All applicable taxes shall be inclusive in the financial proposals

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

2.5.3 The proposal submission address is: Chief Executive Officer, Public Sector Accounting Standards Board,P.o Box 38831-00100 Nairobi.

2.5.4 Proposals must be submitted no later than the following date and time: **17TH November, 2020 at 10:00am**

2.6.1 The address to send information to the Client is

Chief Executive Officer
Public Sector Accounting Standards Board
CPA CENTRE, 8TH FLOOR
P.O BOX 38831-00100
NAIROBI, KENYA

2.6.3 The minimum technical score required to pass*; **70%***

2.7.1Alternative formulae for determining the financial scores is the following:

The weights given to the Technical and Financial Proposals are:
T=___________ (0.80 to 0.90)
P=___________ (0.10 to 0.20)

2.8.1 The weights given to the Technical and Financial Proposals are: T= 0.80 and P= 0.20 respectively

2.9.2 The assignment is expected to commence on signing of the contract at ***Public Sector Accounting Standards Board, CPA Centre along Thika Road, Ruaraka.***

SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

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

3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.

3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

SECTION III - TECHNICAL PROPOSAL

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1. TECHNICAL PROPOSAL SUBMISSION FORM

[_______________ *Date*]

To:_____________________[*Name and address of Client)*

Ladies/Gentlemen:

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

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

We remain,

Yours sincerely,

_____________________________*[Authorized Signature]:*

______________________________*[Name and Title of Signatory]*
:
_______________________________*[Name of Firm]*
:
_______________________________*[Address:]*

2. FIRM'S REFERENCES

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

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

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Professional Staff provided by Your

Firm/Entity(profiles):</td></tr>
<tr><td colspan="2">Name of Client:</td><td>Clients contact person for the assignment.</td></tr>
<tr><td colspan="2">Address:</td><td>No of Staff-Months; Duration of Assignment:</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date (Month/Year):</td><td>Approx. Value of Services (Kshs)</td></tr>
<tr><td colspan="2">Name of Associated Consultants. If any:</td><td>No of Months of Professional Staff provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:</td></tr>
<tr><td colspan="3">Narrative Description of project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Firm's Name: ___________________________________

Name and title of signatory; ________________________

(May be amended as necessary)

3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES AS PROVIDED ON PAGE 43 BY THE CLIENT.

On the Terms of Reference:

1.

2.

3.

4.

5.

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

1.

2.

3.

4.

5.

14. Description of the Methodology and Work Plan for Performing the Assignment

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

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

Proposed Position: ____

Name of Firm: ____

Name of Staff: ____

Profession: ____

Date of Birth: ____

Years with Firm: ____________________ Nationality: ________________

Membership in Professional Societies: ______________________________

Detailed Tasks Assigned: ____

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

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

____ Date: _____________

[Signature of staff member]

____ *Date;* __________

[*Signature of authorised representative of the firm*]

Full name of staff member: ____

Full name of authorized representative: ___________________________________

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports Due/ Activities	weeks (in the Form of a Bar Chart) 1	2	3	4	5	6	7	8	9	10	11	12	Number of weeks

Reports Due: _________

Activities Duration: _________

Signature: ________________________
(Authorized representative)

Full Name: ________________________

Title: ______________________________

Address: ___________________________

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

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

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

(b). Completion and Submission of Reports

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

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken done to be clearly understood by the procuring entity.

4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.

4.3 The financial proposal should be prepared using the Standard forms provided in this part

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

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1. FINANCIAL PROPOSAL SUBMISSION FORM

________________*[Date]*

To: ______________________________________
____
____
[Name and address of Client]

Ladies/Gentlemen:

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

We remain,

Yours sincerely,

_____________________________*[Authorized Signature]*
:
_____________________ *[Name and Title of Signatory]:*

_______________________ *[Name of Firm]*

______________________ *[Address]*

2. SUMMARY OF COSTS

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

3. BREAKDOWN OF PRICE PER ACTIVITY

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

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. ______________________________ Name:_____________________

Names	Position	Input(Staff months, days or hours as appropriate.)	Remuneration Rate	Amount
Regular staff				
(i)				
(ii)				
Consultants				
Grand Total				_____________

5. REIMBURSABLES PER ACTIVITY

Activity No: ________________________________ Name:______________________

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

6. MISCELLANEOUS EXPENSES

Activity No. ______________________________ Activity Name: _______________________

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

SECTION V: - TERMS OF REFERENCE

TERMS OF REFERENCE (TOR)-ELECTRONIC DOCUMENT MANAGEMENT SYSTEM & WORKFLOW SOLUTION

The Background/ Introduction:
The Public Sector Accounting Standards Board (PSASB) was established and constituted in accordance to sections 192 and 193 of the PFM Act, 2012 through a Gazette Notice No. 1199 of 28th February 2014. At the Cabinet level, the Board is represented by the Cabinet Secretary to the National Treasury.
The mandate and functions of the PSASB are established in Part VI of the Public Financial Management Act i.e Sections 192 to 195 of the Act. The purpose or mandate of the Board can be summarized as follows:

1. Set generally accepted accounting and financial system standards for the Public Sector.
2. Prescribe and pronounce generally accepted internal auditing standards.
3. Mainstreaming of best practices for good governance, internal controls and risk management in the Public Sector.

The PSASB is therefore established as the 'de facto' and only authorized setter of financial accounting and internal audit standards for the Public Sector in Kenya.
Justification for the Consultancy:
Public Sector Accounting Standards Board (PSASB), being a public entity, the corporation's procurement function is governed by the Public Procurement and Disposal Act 2015 and Public Procurement and Disposal Regulations, 2020.

Among the objectives of the Board's Strategic Plan under the Strategic Pillar 2 on Stakeholder Engagement is to develop and manage information sharing with stakeholders.

In view of the above there is need for the Board to seek the services of professionals to assist the corporation in achieving its strategic objectives by ensuring that there is value for money spent on goods and services.
It is therefore the intention of PSASB to acquire an Electronic Document Management & workflow solution to undertake the following functions;

- facilitate storage of all audited financial statement reports and research publications for all public sector entities
- enhance access to relevant documents through capturing, reviewing and editing documents, leading to more reliable documentation and better decision making within the Board.

Objectives of the Assignment:
This assignment will assist the Public Sector Accounting Standards Board (PSASB) to establish the following:

- To act as an online repository for of all audited financial statement reports and research publications for public sector entities

- Improve the level of automation of the Board's operations
- Increase level of usage of the MS Dynamics 365 ERP System
- To enhance records keeping to be tracking automatically
- To make information easily accessible to all persons who need that information for their function.
- To ensure verification and authorization of records in done online thus action is taken promptly.

The Scope:

- Review of the current environment to determine if it adequately meets the operational requirements of PSASB and its stakeholders (public entities);
- Determine what types of information should be considered records.
- Determine how active documents that will become records should be handled while they are in use and determines how they should be collected once they are declared to be records.
- Determines in what manner and for how long each record type should be retained to meet legal, business, or regulatory requirements.
- Research and implement technological solutions and business processes to help ensure that PSASB complies with its records management obligations in a cost-effective and nonintrusive way.

The Electronic Document Management system should perform records-related tasks such as disposing of expired records while locating and securing records related to external public entities such as audited financial statements reports.

DOCUMENT MANAGEMENT SYSTEM AND WORKFLOW SOLUTION TECHNICAL SPECIFICATIONS:

Output

i. An Electronic Document Management System comprising a Records Management system and Business Process Management (workflow)
ii. A content analysis that describes and categorizes content in the enterprise that may become records, provides source locations, and describes how the content will move to the records management application.
iii. A file plan describing, for each type of record in the enterprise, where they should be retained as records, the policies that apply to them, how they need to be retained, how they should be disposed of, and who is responsible for managing them.

iv. A compliance requirements document defining the rules that the organization's IT systems must adhere to in order to ensure compliance, along with the methods used to ensure the participation of enterprise team members.
v. A method for collecting records that are no longer active from all record sources, such as collaboration servers, file servers, and e-mail systems.
vi. A method for auditing records while they are active.
vii. A method for capturing records' metadata and audit histories and retaining them.
viii. A process for holding records (suspending their disposition) when events such as litigations occur.
ix. A system for monitoring and reporting on the handling of records to ensure that employees are filing, accessing, and managing them according to defined policies and processes.

SYSTEM COMPONENTS REQUIRED;

Workflow Management.

- **The workflow administration module** shall define processes, activities and roles. The module shall also monitor the process and activity instances and generate status reports, as well as perform other relevant workflow administration tasks. Both definition data and instance data shall be stored in the workflow data repository.
- **The Workflow Control Module** (or Workflow Engine) shall execute the actual control of process and activity instances and their flow. It shall invoke and interact with the Metadata Editor, Analogue/Digital Conversion.

Document Management

The Document Administration Module shall provide an interactive tool for defining different metadata models and link them to document classes. It shall also provide other relevant administration tasks related to the document management tool.

The Metadata Editor Module shall provide a tool for entering and manipulating metadata and linking metadata to document files.
The Digital Analogue Conversion shall consist of modules for supporting the operation of conversion using different types of scanners and cameras.
The Raster filtering Tools shall support conversion and geo-referencing of image data through filtering based on geographical location.

The View, Search and Download Module shall provide internal and external users with a tool to search for documents based on metadata and to view, print and download documents.
The Import and Export Module shall provide import and export functionality for import and export of document metadata and files.
The Services and Portal Interaction shall consist of a set of services enabling other systems to locate, store and retrieve documents.
Audit Trail – to provide a full history of document movement including a record of the user, date, time and actual activity undertaken on the document
Sharepoint – to allow for multiple user access and collaboration on a single record
Storage – repository for all e-records

Retention- based on legal retention policies and requirements and as defined by the Board

FEATURES OF THE DOCUMENT MANAGEMENT WLL INCLUDE & NOT LIMITED TO;

CAPABILITY	**FEATURES**
Centralized system	The system shall be implemented as a centralized system where all application software and databases are located at the central system
Intranet	Internal users of the system shall have access to the system via PSASB official network
Internet	Public users shall have access to the system via Internet
Security control	Rights should be allocated to all users which will either allow or restrict Access. For every function that is started by the user, the systems shall control whether the user has accepted access to both function and data.
Help function	The user shall be able to get access the instructions for use of the functions directly in the user interface
Interaction with other systems	The Document Management and Workflow System shall interact with other systems through defined services, and shall have a specific interaction with the Board's stakeholders undertaking financial reporting
SOA – Service Oriented Architecture	The modules Metadata Editor, View and Search and Export, Import and Download shall interact and exchange data based on Service Oriented Architecture (SOA) principles.
Compliance	With all legal, regulatory and IT Standards
Document format	Following document formats shall be supported for storing and viewing documents • TIFF • PDF • CSV • All Microsoft Office document formats • All Open Office document formats • JPG • GIF

	• GML • XML • HTML • Email • Voice and video recording among others
Multiple formats	The document management system shall provide possibilities to store the same document with different formats and/or with different data compressions
Data Compression	The document management system shall provide a scalable functionality to compress documents which reduces the size of the document file without corrupting the readability of the document
Database Technology	Ability to integrate with various databases including MS SQL, MS Dynamics Central ERP System and other Records Management systems
Document Search, view, download, print	It shall be possible to locate a document by: • Searching Metadata and selecting document • Browsing file storage and selecting a file linked to the document. • Indexing &validation
User functions	The workflow system shall provide following user functions such as: • Authentication • Show 'My work plan" – list of waiting process instances • Selecting a process instance • Fill activity attributes • Checking out activities Invoking other systems (metadata editor, conversion)
Viewing documents	The user shall be able to view a chosen document independent of file format
View geo referenced documents	The viewer shall offer functionality to view the extent of geo- referenced documents on a simple map background
Print out	When viewing a document, the user shall be able to print the document
Download document	When viewing a document, the user shall be able to download the document file(s) and its metadata to files
Send document	When viewing a document, the user shall be able to send the document as attachment to an email
Versioning	Version history and earlier document versions shall be available for viewing
Creating Document Sets	The user shall be able to choose and mark several documents from the list of results from the search, and create a Document Set from the selection.

Export metadata and documents	The document management system shall provide functionality for export of both metadata as csv-files and corresponding files to external storage
Import metadata and documents	The document management system shall provide functionality for import of both metadata as csv-files and corresponding files to the system. It shall be possible to specify whether data represents new documents or addition to existing documents. Conflicts with existing data shall be flagged for resolution.
Link document files to metadata	It shall be possible to link and assemble documents files to metadata by: • Selecting the file(s) in the browser • Load the file from Analogue/Digital conversion unit (Scanner/Camera) • Add files or pages of files from other documents (compound documents)
Versioning	The system shall offer functionality for handling any number of versions of documents
Previous record default values	It shall be possible to present the attributes entered for the last document as the default values in the editor
Offline Metadata Entry	In case of lack of external network connectivity the system shall have functionality for offline registration of metadata and subsequent upload
Analogue/Digital Data Conversion	Assuming the availability of network accessible conversion devices (Scanners/Cameras), the system shall include functionality to control the scanning of documents to be included in the Document Management database.
Scanners	The system shall provide possibility to use of multiple scanners/cameras with different features • Black/white, Grey tones and Colour • A0, A1, A3, A4 sheet size • Output format: Tiff, Pdf, Jpg Resolution
Scanners	The system shall initially be installed with support for the scanners listed in the Appendix, which are scanners present in PSASB today.
Analogue/Digital Conversion Devices	The system shall be prepared for adding new conversion devices using standardised drivers.
Inspection/Reject of images	The system shall have functionality for inspecting converted images and approve/reject/re-convert.
Workflow process and notification	As defined in the Board's roles and processes with ability to **notify** users on any modifications as well as incorporation of **electronic signature** attributes
Multiple Processes	The system shall have the ability of defining, storing and managing any number of processes.

Multiple Activities	Each process definition may contain any number of activities which have to be completed before the workflow instance is completed
Process Definition Tool Role allocation	The Work-Flow system shall provide functions for allocation roles (as defined by PSASB) to processes and activities
Monitoring and Resource Management	The system shall provide monitoring functions for showing the state of one, more or all process instances.
	The monitoring and resource management functions shall include capability to assign workflow participants to process Instances.
Monitoring and Resource Management Report/Statistics	The Work-Flow system shall provide report/statistical functions showing • Workload, throughput, and bottlenecks • Generate production statistics on processes and activities over defined time periods. The reports shall be generated using a report generation tool, and it shall be possible to export reports to Excel spreadsheets for further use.
Implementation of actual workflows	PSASB will define up to 3 actual workflows, these shall be implemented in the system by the contractor at installation/training time.
System Security Requirements	The system shall provide System Administration tools for the definition of user roles of • Read-only, view, edit, archive, delete, approve, email, print, update, add reminder among others and • Editor of the Document Management and Workflow System • Database Administrator roles Rules shall be applicable for defining processes within the workflow
Performance Requirements	The Document Management and Workflow System shall be available 24 hours a day, 7 days a week (24/7).
	The Document Management and Workflow System shall have an uptime of more than 99% of the announced 24/7 availability, measured over any 30 days period. *Note! Will be enforced in maintenance contract*
Licensing Requirements	PSASB shall supply the following software licenses: Server operating systems: • MS Server 2019 Std Client operating systems are: • MS Windows 10, DBMS licenses: • MS SQL Server 2019.

	The vendor will supply the system with **30 User Licenses**. Fees for all additional software licenses needed for the Document Management and Workflow System shall be included in the bid offer of the supplier and shall cover a period of one year. These fees shall be paid to the software supplier by the Board in a once-only payment to be made at the time of the first implementation of the system and shall cover the provision of all specified system functionality.
Training Requirements	The supplier shall deliver a plan for training of the staff at PSASB as part of the inception report.
	The training shall include the preparation of all training materials (including printed materials) and handouts. All training materials shall be available in the English Language
Installation, Testing & Warranty Requirements	
Installation	The software shall be installed by the supplier at the premises of PSASB under the supervision of the PSASB ICT Team.
Test and training environment	The supplier shall develop testing, training and development environments, separated from the production system.
Testing	There shall be three stages of the software testing and acceptance: ○ Factory Acceptance Testing (FAT) ○ User Test (UT) ○ End User Acceptance Test (UAT)
Test cases	The supplier shall prepare test case descriptions for • Functional tests • Test of practical and actual workflows / use cases
Warranty	The supplier shall provide a comprehensive warranty for one year. The warranty shall cover all software and customized applications that are delivered as part of the software solution and database for the Document Management and Workflow System. The warranty period shall begin once End User Acceptance Test as well as Training is complete and approved by PSASB. NB The supplier is obliged - if requested by PSASB– to enter into a maintenance contract after the warranty period has expired
Documentation Requirements Software Description Guide	At commissioning and project handover, a Software Description Guide shall be provided in the English language and shall describe the following: • Software development environment (including tools used), • Software compilation details • Implemented software architectural features • Software coding standards

	And any other software details that will be of use for software support or for further development of the Document Management and Workflow System.
DMS Deployment Guide	A Deployment Guide shall be supplied in the English language, and shall describe the technical aspects of • installing, • calibrating, and • fine-tuning the Document Management and Workflow System software, application performance and database. This guide shall be oriented towards the technical specialists
System User Manual	System User Manual shall be supplied in English language and shall describe and illustrate all system functions.
DMS Project Implementation	
Staged implementation	The supplier shall propose a project plan with the following stages for the two separate systems (Document Management and Workflow System and Metadata) 1. Inception 2. System Design 3. Development of pilot system 4. Test, installing and operation of pilot system 5. System development of the final system 6. Test of final system 7. Staff training System roll-out
Project schedule	The project plan shall include the overall time schedule for the project with milestones. The project plan shall be integrated with the Pilot Data Conversion project into one common project plan.
Delivery plan	The supplier shall provide a delivery plan that step-by-step specifies the deliveries which shall be approved by PSASB after the Inception stage. This plan shall include: • Detailed specification of the deliverables • Timetable of deliveries
Reporting	For each of the initial stages: Inception, System Design and Pilot Project, the supplier shall provide a report with the findings and recommendations for further implementation. The Board shall accept the reports individually before the project proceeds to the next stage.

Project organisation	The supplier shall provide a description of the project organisation with roles and required competences of each position.
Personnel	The supplier shall provide CVs for persons nominated for positions for project development and implementation
Design stage	The deliverables from the design stage of the project shall include documentation of • System architecture document with reference to required principles • Data models • Service specifications • User interface design Use Case descriptions / Test scenarios / Test cases
Communication	The supplier and PSASB shall communicate via a single point of contact, even though both the supplier and contracting authority have a project team
Task list	The supplier, in liaison with the Board's contact personnel, shall be responsible for preparing detailed task lists for next period during the implementation of the project, which shall also include tasks both for the supplier and the Board. Essential information in the task list shall comprise; • Task description • Responsible body and person • Time for completion of the task • Status • Comments
Project reports	The supplier shall provide monthly reports on the progress of the deliverables, which shall comprise: • Status on the project • Detailed plan for the following month • Revised plan for the whole project • List of actions (task list) and responsibilities for special tasks to be provided both by supplier and PSASB
Price Schedule	The price offer shall be submitted in the financial proposal document and signed by an authorized representative of the bidder
Payment	The payment plan shall be discussed with the winning bidder during the contract preparation & signing.

TECHNICAL EVALUATION (out of 100%)

No.	Item Description/Criteria	Maximum Marks
1.	Details of 3 similar assignments successfully concluded in the last 3yrs (attach LPO and Contracts for the DMS implementation) @5mks	**15**
2.	Detailed proposed Workplan and Methodology for the DMS Project Delivery to PSASB	**10**
3.	Key Technical staff and their profiles	**5**
4.	Conformity to the specifications (marks to be awarded as below)	**70**
	- Overview of System Architecture and Infrastructure	5
	- Detailed Electronic Documents & Records archiving Management functionality as specified in the Systems components (mentioned above)	10
	- Detailed Solutions workflow & processes functionality as specified in the systems components (mentioned above)	10
	- Demonstrate the Solution's integration with other applications	5
	- Indexing including export/print/download options available	5
	- Security features available	5
	- DMS Auditing Features	5
	- Transmission and access features	5
	- Web Based user interface and access feature	5
	- Interactive User Interface and layout design	5
	- Monitoring and Resource Management Reporting feature	5
	- Licensing and warranty requirements	5
	TOTAL	**100%**

- **The procuring entity will use the above technical qualifications to evaluate tenders.**

- **The tenderers who scores 70% pass mark will proceed to the financial stage**
- **The tenderers with best evaluated score as per the formulae (2.8.5) both technical and financial and with Quality and Cost Based Selection will be selected for the award.**

Reporting

The Consultants/consulting firms will in the first instance report to the Chief Executive Officer who is responsible for overseeing and coordinating the Consultants/consulting firms' input. All reports produced by the Consultants/consulting firms are subject to review and endorsement by PSASB management.

Timetable and Inputs

The work is expected to commence in 2020 and to last a maximum of two months. The planning and scheduling of days will be undertaken with agreement from the PSASB Chief Executive Officer according to an agreed work schedule.

General Conditions & Qualifications

Preferred Qualification for the Consultants (Attach CV and copy of Certificates and testimonials)

Lead Consultant:

- Must have been in the industry for not less than 10 years
- Minimum of Bachelor's degree in Computer Science /Information Technology or its' equivalent from a reputable institution of Higher learning. A Masters is an added advantage
- A proof of a Minimum of 7-10 years working on design, development and implementation of software solutions
- Relevant certifications relating to programming, design, development of software solutions and systems
- An excellent report writer and Good communicator
- An excellent Team builder and solution provider
- Must be a strategic thinker and keen Analyzer

Team members

Attach CVs of three consultants intended for this consultancy

The Consultant/s are expected to spend two months carrying out this assignment.

- The Consultants/consulting firms shall perform all professional, administrative, financial and other services required within the scope of the appointment with due care and diligence;
- The Consultants/consulting firms shall employ professional staff with experience in their respective fields to achieve the objectives of the service as set out in these Terms of Reference;

- PSASB will provide or cause to be provided to the Consultants/consulting firms inputs from its various departments. The Consultants/consulting firms will review all materials supplied and shall be responsible for commenting on its correctness and the effect (if any) of its accuracy and relevance on the task. All materials provided by or on behalf of the Board to the Consultants/consulting firms in the course of the services shall be treated as confidential and shall not be divulged without the express authority of PSASB.

SAMPLE CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS
LUMP-SUM PAYMENTS

CONTRACT

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

____ *[Insert Consultant's name]* of [or whose registered office is situated at] ______________________________________ *[insert Consultant's address]*(hereinafter called "the Consultant") of the other part.

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

(i) The Consultant shall perform the Services specified in Appendix A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract.

(ii) The Consultant shall provide the personnel listed in Appendix B, "Consultant's Personnel," to perform the Services.

(iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, "Consultant's Reporting Obligations."

2. Term

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

3. Payment A. Ceiling

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

B. Schedule of Payments

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

Kshs______________________ upon the Client's receipt of a copy of this Contract signed by the Consultant;

Kshs______________________ upon the Client's receipt of the draft report, acceptable to the Client; and

Kshs______________________ upon the Client's receipt of the final report, acceptable to the Client.

Kshs______________________ Total

C. Payment Conditions

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

4. Project Administration A. Coordinator.

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

B. Reports.

The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the course of the

(ii)

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

5. Performance Standards	The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
6. Confidentiality	The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
7. Ownership of Material	Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
8. Consultant Not to be Engaged in certain Activities	The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
9. Insurance	The Consultant will be responsible for taking out any appropriate insurance coverage.
10. Assignment	The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
11. Law Governing Contract and Language	The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.
12. Dispute Resolution	Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

(iii)

FOR THE CLIENT	FOR THE CONSULTANT
Full name; ______________________________	Full name;______________________
Title: ____________________________________	Title: ____________________________
Signature;______________________________	Signature;____________________
Date;__________________________________	Date;_________________________

(iv)

LIST OF APPENDICES

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

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…

FOR OFFICIAL USE ONLY

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

SIGNED

Board Secretary