



**MINISTRY OF LABOUR AND SOCIAL PROTECTION
STATE DEPARTMENT FOR LABOUR AND SKILLS DEVELOPMENT**

REQUEST FOR PROPOSALS

REFERENCE NAME: CONSULTANCY SERVICES FOR AN INDIVIDUAL
CONSULTANT TO DEVELOP A WEB-BASED KeSCO
INTERACTIVE SYSTEM

REFERENCE NUMBER: ML&SP/SDL/NHRPD/002/2023-2024

CLOSE DATE: Monday 4th September 2023

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SECTION I - LETTER OF INVITATION

To

Date:

Dear Sir,

- 1.1 The **State Department for Labour and Skills Development** invites proposals for **Consultancy Services for an Individual Consultant to Develop a Web-based KeSCO Interactive System**. More details of the services are provided in the terms of reference herein.
- 1.2 The request for proposal (RFP) includes the following documents;
 - Section I - Letter of invitation
 - Section II - Information to Consultants
 - Section III - Terms of reference
 - Section IV - Technical proposal
 - Section V - Financial proposal
 - Section VI - Standard Forms
- 1.3 On receipt of this RFP please inform us
 - (a) that you have received the letter of invitation; and
 - (b) whether or not you will submit a proposal for the assignment

Head/Supply Chain Management Services
For: PRINCIPAL SECRETARY

SECTION II - INFORMATION TO CONSULTANTS

2.1 Introduction

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

2.2 Clarification and amendment to the RFP documents

- 2.2.1 Individual consultant may request clarification of any of the RFP documents not later than Seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to the procuring entity's address indicated in the appendix to Information to Consultants. The procuring entity will respond by post, fax or email to such requests and will send written copies of the response (including an

explanation of the query but without identifying the source of inquiry) to all individual consultants invited to submit proposals.

- 2.2.2 At any time before the deadline for submission of the proposals, the procuring entity may for any reason, either at its own initiative or in response to a clarification requested by an intended individual consultant amend the RFP. Any amendment shall be issued in writing, fax or email to all invited individual consultants and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the proposals.
- 2.2.3 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 2.2.4 The procuring entity shall reply to and clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.3 Preparation of proposals

- 2.3.1 The individual consultant's proposal shall be written in English language.
- 2.3.2 In preparing the Technical proposal, the individual consultants are expected to examine the documents consisting the RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 2.3.3 While preparing the Technical proposal, the individual consultant must give particulars attention to the following:
- (a) If an individual consultant considers that he/she does not have all the expertise required for the assignment he/she may suggest in the proposals other individual(s) who will assist in the assignment but they will not be party to the contract for the purpose of the performance of the assignment. An individual consultant will not propose other individual consultants invited to submit proposals for the assignment. Any individual consultant in contravention of this requirement shall automatically be disqualified.
 - (b) For all the staff who will be involved in the exercise of the proposals to consultant must indicate their responsibility in the assignment and also the staff time as necessary.
 - (c) The curriculum vitae (CV) of the staff proposed must be submitted with the proposal.
- 2.3.4 The Technical proposal shall provide the following information;
- (a) The individual consultants CV and a brief of any recent experience of assignment of a similar nature. For each assignment the brief should indicate the profiles of staff involved, contract amount and the individual consultants' involvement.
 - (b) Any comments or suggestions on the Terms of Reference and a list of service and facilities requested to be provided by the procuring entity.
 - (c) A description of the methodology and work plan for performing the proposed assignment.
 - (d) Any additional information requested in the special conditions of contract.
- 2.3.5 The Technical proposal shall be separate from the Financial Proposal and shall not include any Financial information.

2.4 Financial proposal

- 2.4.1 In preparing the financial proposal, the individual consultants are expected to take into account the time required in completing the assignment as outlined in the RFP documents. The financial proposal will therefore be quoted in fees per day or month. The financial proposal may also include other costs as necessary, which will be considered as reimbursable.
- 2.4.2 The Financial proposal should include the payable taxes.
- 2.4.3 The fees shall be expressed in Kenya Shillings.
- 2.4.4 The Financial proposal must remain valid for 90 days after the submission date. During this period the individual consultant is expected to keep available at his own cost any staff proposed for the assignment. The procuring entity will make best efforts to complete negotiations within this period. If the procuring entity wishes to extend the validity period of the proposals, the consultants who do not agree, have the right not to extend the validity of their proposals.
- 2.4.5 The financial proposal must comply with the law governing the profession of the consultant.

2.5 Submission, Receipt and opening of proposals

- 2.5.1 The technical proposal and the financial proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the individual consultants. Any such corrections must be initialed by the individual consultant.
- 2.5.2 For each proposal the individual consultants shall prepare the proposals in the number of copies indicated in the special conditions of contract. Each Technical proposal and Financial proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3 The original and all copies of the Technical proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL", and the original and all copies of the financial proposal in a sealed envelope duly marked "FINANCIAL PROPOSAL". Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring entities address and other information indicated in the appendix to the instructions to consultants on or before **Monday 4th September 2023**.
- 2.5.4 The completed Technical and Financial proposals must be delivered at the submission address on or before the time and date of the submission of the proposals indicated in the appendix to the instructions to consultants. Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the individual consultant unopened. For this purpose the inner envelope containing the technical and financial proposals will bear the address of the individual consultant submitting the proposals.
- 2.5.5 After the deadline for submission of proposals the outer envelope and the technical proposals shall be opened immediately by the opening committee. The financial proposals shall be

marked with the individual consultants number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening them.

2.6. Evaluation of the Proposal (General)

- 2.6.1 From the time the proposals are opened to the time of the contract award, if any individual consultant wishes to contact the procuring entity on any matter relating to his/her proposal, he/ she should do so in writing at the address indicated in the appendix to the instructions to consultants. Any effort by an individual consultant to influence the procuring entity's staff in the evaluation of proposals companion proposals or awards of contract may result in the rejection of the individual consultant proposal.
- 2.6.2 The proposal evaluation committee shall have no access to the Financial Proposal, which in any case will remain sealed, until the technical evaluation is concluded or finalized.

2.7 Evaluation of Technical Proposals

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

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

- 2.7.2 Any proposal which will be examined and found not to comply with all the requirements for submission of the proposals will be declared non responsive. All the proposals found to have complied with all the requirements for submission of proposal shall be declared responsive by the evaluation committee
- 2.7.3 Each responsive proposal will be given a technical score (ST). any technical proposal which fails to achieve the total minimum score indicated in the appendix to the information to tenderers shall be rejected at this stage and will not proceed to the next stage of evaluation. The respective financial proposal will be returned to the individual consultant unopened.

2.8 Opening and Evaluation of Financial Proposals

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

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

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

$S_f = 100 \times \frac{f_m}{f}$ where
Sf is the financial score
Fm is the lowest fees quoted and
F is the fees of the proposal under consideration.

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

2.8.4 The individual consultants proposals will be ranked according to their combined technical score (ST) and financial score (SF) using the weights indicated in the appendix to the instructions to consultants. Unless otherwise stated in the appendix to the instructions to consultants the formula for the combined scores shall be as follows;

$$S = ST \times T\% + SF \times P\%$$

Where

S, is the total combined scores of technical and financial scores

St is the technical score

Sf is the financial score

T is the weight given to the technical proposal and

P is the weight given to the financial proposal

Note P + T will be equal to 100%

The individual consultant achieving the highest combined technical and financial score will be invited for negotiations.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address indicated in the appendix to the information to consultants. The purpose of the negotiations is for the procuring entity and the individual consultant to reach agreements on all points regarding the assignment and sign a contract.
- 2.9.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the individual consultant to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.
- 2.9.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the individual consultant whose proposal achieved the second highest score to negotiate a contract.

2.10 Award of Contract

- 2.10.1 The contract will be awarded before commencement of negotiations. All consultants who will have submitted their proposals will be notified of the same through an official letter before a contract is signed between the Ministry of Labour and the Successful consultant. After negotiations are completed the procuring entity will promptly notify the other individual consultants that they were unsuccessful and return the financial proposals of the individual consultants who did not pass technical evaluation.
- 2.10.2 The selected individual consultant is expected to commence the assignment on the date indicated in the appendix to the information to consultants or any other date agreed with the procuring entity.

2.11 Confidentiality

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

APPENDIX TO INFORMATION TO CONSULTANTS

I) ETHICAL AND CONFIDENTIALITY CONSIDERATIONS

- a) The consultant must be able to assure all stakeholders that their responses during interviews will be completely confidential.
- b) The consultant will be expected to uphold the highest standards of confidentiality and ethical behaviour throughout the assignment

II) CONTACT ADDRESS

For any clarifications, the consultants may contact the Principal Secretary- **State Department for Labour and Skills Development** via **P.O Box 40326-00100** Nairobi or email ps@labour.go.ke or procurement@labour.go.ke

III) SUBMISSION AND OPENING OF PROPOSALS

- ❖ Only **ONE** Copy of the Proposal will be required.
- ❖ The technical proposal should be placed in an envelope clearly marked “**TECHNICAL PROPOSAL**” and the financial proposal placed in another envelope clearly marked “**FINANCIAL PROPOSAL**” and these two envelopes shall be placed in an outer envelope and sealed. These two envelopes shall either be hand delivered at the Tender/Quotation Box located at the Supply Chain Management Office, NSSF Building, Eastern Wing, Block A, 14th Floor or sent through the post and should be addressed to:

**THE PRINCIPAL SECRETARY,
STATE DEPARTMENT FOR LABOUR AND SKILLS DEVELOPMENT
P.O. BOX 40326-00100 NAIROBI**

With the Reference name and number clearly marked on the envelope so as to be reached on or before Monday 4th September 2023 at 1100hrs.

- ❖ Electronic submission will be NOT be allowed.
- ❖ Tender Opening shall be publicly conducted on **Monday 4th September 2023 from 1100hrs** at the conference room located at NSSF Building, Block B, 15th Floor; those consultants who may wish to witness the Tender Opening exercise may do so.

IV) COMMENCEMENT DATE

The selected individual consultant is expected to commence the assignment in the month of June 2023. The exact date will be agreed between the State Department and the Consultant before signing the contract.

V) PROPOSALS EVALUATION CRITERIA

After opening, Proposals will be evaluated in three stages namely:

1. Preliminary Evaluation
2. Technical Evaluation
3. Financial Evaluation

STAGE 1: PRELIMINARY EVALUATION

The following mandatory requirements will be considered at this stage of evaluation. **No points** will be awarded and failure to meet any of the requirements will lead to **automatic disqualification**;

1. Attach a certified copy of National Identity Card or Passport.
2. Attach a certified copy of valid Tax Compliance Certificate (Kenyan only).
3. Only the ORIGINAL proposals (Technical and Financial) should be submitted.
4. The pages in all the proposals should be serialized/ page numbers indicated.
5. Attach a detailed up-to date Curriculum Vitae.
6. Signed commitment that the consultant will not be involved in corruption practices.
7. Signed statement confirming that the consultant is not debarred from participating in Public Procurement.

STAGE 2: TECHNICAL EVALUATION

- (a) A detailed Curriculum Vitae (CV) and testimonials should be attached and the consultant should have the following requirements, which will be scored as follows:
- (i) A Consultant with a Bachelor's Degree or higher in computer science, IT or related fields – **(10 marks)**; without a Bachelor's Degree – **(0 marks)**.
 - (ii) At least four (4) years' experience in web applications development; database development and maintenance
 - ❖ A Consultant with 4 or more years of work experience – **(10 marks)**
 - ❖ A Consultant with less than 4 years of work experience – **(5 marks)**
 - ❖ A Consultant with no work experience – **(0 marks)**
 - (iii) Previous experience in developing a Management Information System for the Government of Kenya– **(10 marks)**
 - (iv) Have skills in python programming, API development and intergrations and other high end database management suites – **(10 marks)** – **Attach evidence.**
 - (v) Provide evidence of training and support for staff to maintain and optimize data management – **(6 marks)**.

- (vi) Capacity to develop web-based data entry, management and reporting systems – **(5 marks)**
 - (vii) Have knowledge of Occupations and Economic Classifications – **(5 marks)**
- b) The Consultant should provide a list of related works (databases or sample reports) developed in the recent past (not more than 5 years old) including full names, email address and telephone contacts of your referees
- ❖ Consultant with at least 3 referees - **9 marks**
 - ❖ Consultant with less than 3 referees – **0 marks**
- c) The Consultant’s proposal should demonstrate the experience to develop a database to meet the organization’s needs at a competitive rate and timeline – **(10 marks)**
- d) The Consultant should submit a detailed description of the methodology and work plan for performing the assignment in response to the Terms of Reference which will be scored as follows:
- ❖ Proposed Work Methodology on specific deliverables of the assignment as per the Terms of Reference (**Max. of 15 marks**).
 - ❖ Proposed Work Plan on performing the assignment in response to the Terms of Reference (**Max. of 10 marks**).

NB: To proceed to the next stage of evaluation (Financial), the consultant will be required to score a minimum total Technical Score of 70 marks out of 100 marks.

STAGE 3: FINANCIAL EVALUATION

The formula for determining the financial score (SF) shall be as follows:

$$Sf = 100 \times Fm/f \text{ where}$$

Sf is the financial score

Fm is the lowest fees quoted and

F is the fees of the proposal under consideration.

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

$$S = ST \times T\% + SF \times P\%$$

Where

S, is the total combined scores of technical and financial scores

St is the technical score
Sf is the financial score
T is the weight given to the technical proposal - 70
P is the weight given to the financial proposal - 30

Note P + T will be equal to 100%

SUCCESSFUL TENDER

The individual consultants proposals will be ranked according to their combined technical score (ST) and financial score (SF) as follows;

$$S = ST + SF$$

Where;

S is the total combined scores of technical and financial scores

ST is the technical score

SF is the financial score

The individual consultant achieving the highest combined technical and financial score will be invited for negotiations.

SECTION III - TERMS OF REFERENCE (TOR)

1 Background

KeSCO-2022 is a compendium for occupational information available in the Kenyan economy. The standard gives an insight into the occupational framework: type of work performed in jobs found in establishments, industry or a country; nature of tasks performed ;body of knowledge, skills and skill level required for a job holder to effectively perform those tasks. KeSCO-2022 Standard defines, describes and assigns unique codes to all occupations, in order to classify them as they are found within the Kenya's labour market and in a comparable level globally. .The print version of KESCO 2022 shall form the basis for development of the interactive web based system and also the career navigator.

The development of KESCO Interactive will have a great impact in easing classification of occupational data as well ensuring ease of access by user. Further the incorporation of KESCO interactive into the KLMIS will provide a platform in which users will at the touch of a button search on specific occupations and KESCO codes. This will contribute immensely in easing job placement and vacancy matching by employment agents; collection analysis and dissemination of occupational statistics; monitoring of labour emigration and migration and other various human resource management activities.

2. Objectives of the Interactive Database for Web based KESCO

To design, develop and incorporate the KESCO and Career Navigator module into the KLMIS

Specific Objectives

- i.Design and develop an integrated KESCO Module
- ii.Incorporate the developed KESCO module into the LMIS and integrate it with the relevant modules.
- iii.Enhance the KESCO interactive with modules on information to assist in career navigation and guidance
- iv.Optimize KESCO Module to enhance its visibility on search engines
- v.Conduct training on the use and management of the KESCO Module.

3. Scope of Work For The Consultancy

- i.Review the KESCO framework and implementation guidelines.

- ii. Develop an implementation plan based on system requirements.
- iii. Design and develop the integrated KESCO Module to support the desired occupational classification.
- iv. Incorporate the developed KESCO module into the KLMIS, integrate with the relevant KLMIS modules and enhance the analytics and reports
- v. Prepare and Upload existing data into the KESCO system
- vi. Prepare and upload vital information on KESCO including the KESCO guidelines, FAQs, KESCO classifications.
- vii. Optimize the integrated KESCO Module for easy access via mobile phones and tablets.
- viii. Configure the system to ensure future enhancements will be easy to implement.
- ix. Test the system with end user (JOA Officers, LMO Officers, ICT Officer and the Identified Ministry's) input and make the necessary changes based on end user feedback
- x. Present the draft systems to Ministry stakeholders for validation
- xi. Orient users and administrators on the use of the systems
- xii. Offer technical support on the use of the system after development of the system.

4. Approach and Methodology

The proposal should provide a detailed methodology or approach for this assignment as per the requirements of this TORs. The consultant should also share a detailed work plan with timelines regarding the implementation of the assignment.

The consultant is encouraged to propose any other alternatives features that will assist in developing a robust system as per the standards.

5. Deliverables

- i. The expected deliverables from this assignment will include:
- ii. An inception report highlighting the consultant's understanding of the TORs including a detailed strategy/approach and workplan for the completion of each of the tasks and a development plan based on assessment of the system.
- iii. An integrated interactive KESCO system and Career Navigator developed and manual data uploaded.
- iv. KESCO system and Career Navigator integrated with the Ministry website and the KLMIS

v. User orientation report.

6. Qualifications and Experience

The individual consultant must demonstrate the following qualifications:

Essential:

- Bachelors or higher degree/qualifications in computer sciences, IT, or related fields.
- At least four years' experience in Web applications Development, database development and maintenance.
- Ability to train and support staff to maintain and optimize data management.
- Skilled in python programming, API Development and integrations, and other high end Database Management suites.
- Detailed, self-motivated, Positive attitude, flexibility and availability to support the client post assignment.
- Offers a proposal that demonstrates the experience to develop a database to meet the organization's needs at a competitive rate and timeline.
- The consultant is expected to have his/her own laptop computer
- Have knowledge of Occupations and Occupational Classifications

Desirable:

- Previous experience in developing MIS for Government(s), is an advantage
- Capacity to develop web-based data entry, management and reporting systems
- Offers a proposal that demonstrates the experience to develop a database to meet the organization's needs at a competitive rate and timeline.
- Knowledge in development of Labour market related systems is a plus.

Applicants should provide:

A summary of experience in the above-mentioned areas

- Brief proposal outlining your methodology, work plan and timelines.

- Curriculum Vitae of all staff proposed to work on this project (if more than one person is proposed)
- Provide a list of related work (databases/ sample reports) developed in the recent past including full names, email address and telephone of the clients

7. Terms of Payment

Payment will be linked to deliverables, the State Department reserves the right to withhold payment for any part of the assignment if the quality of the deliverables does not meet professional standards. Payment of consultancy fees will be based on the following schedule:

- 20% upon presentation and approval of the inception report.
- 80% upon accomplishing the following deliverables:
 - a) Development of KESCO Interactive system and Career Navigator
 - b) Integrating the system with KLMIS modules Development of user manuals and system guides
 - c) Testing the system(User Acceptance Test)
 - d) Users orientation/training, Launch, Go-Live and Handover of the system.

8. Proposal Submission

The proposal documents should include:

1. Profile of the consultant with a key focus of previous related assignments accomplished.
2. Technical proposal outlining:
 - ✚ An explanation of the approach/methodology to be used.
 - ✚ A detailed work plan with timelines to conduct the assignment.
3. Financial Proposal.
4. A detailed CV detailing their relevant experience.

Applications are open to consultants with all the required registration certificates, experience and have demonstrated the capability of implementing such a project.

9. Duration

The assignment with all the milestones and deliverables is expected to be delivered within 40 days from the date of contract signing.

SECTION IV - TECHNICAL PROPOSAL (TP)

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

It shall contain the following:-

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

SECTION V - FINANCIAL PROPOSAL (FP)

The Consultant shall prepare a financial proposal which shall be submitted together with the Technical Proposal but in separate envelopes. It shall contain the following.

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

**INDIVIDUAL PROFESSIONAL CONSULTANTS
(Lump-sum payment)**

The contract form shall be completed by the procuring entity after the award of the contract and negotiation of the contract. It will be signed by both parties pursuant to the information to consultants' clause 2.10.2

VII STANDARD CONTRACT FORM

1. STANDARD CONTRACT FORM

INDIVIDUAL PROFESSIONAL CONSULTANTS

(Lump-sum payments)

This Agreement, [hereinafter called "the Contract"] is entered into this _____ [insert starting date of assignment], by and between.

_____ [insert Client's name] of [or whose registered office is situated at] _____ [insert Client's address] (hereinafter called "the Client") of the one part AND

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

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:-

1. **Services**
 - (i) The Consultant shall perform the Services specified in Appendix A, "Terms of Reference and Scope of Service, "which is made an integral part Of this Contract.
 - (ii) The Consultant shall provide the personnel listed Appendix B, "Consultant's Personnel," to perform the Services.
 - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, " Consultant's Reporting Obligations."

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

2. **Term** The Consultant shall perform the Services during the period commencing on _____ [insert starting date] and through to _____ [insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.

3. **Payment**
- A. **Ceiling**
 For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to Exceed _____ [insert amount]. This amount has been established based on the understanding that it includes all the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant.
- B. **Schedule of Payments**
 The schedule of payments is specified below (Modify in order to reflect the output required as described in Appendix C.)
- Kshs. _____ upon the Client’s receipt of the Draft report, acceptable to the Client; and
- Kshs. _____ upon the Client’s receipt of the Final report, acceptable to the Client.
- Kshs. _____ Total
- C. **Payment Conditions**
 Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty (30) days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three Percentage points above the prevailing Central Bank of Kenya’s average rate for base lending.

4. **Project Administration**
- A. **Coordinator**
 The Client designates _____ [insert name] as Client’s Coordinator; the Coordinator will be responsible for the Coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables, by the Client and for receiving and approving invoices for payment.
- B. **Reports**
 The reports listed in Appendix C, “Consultant’s Reporting Obligations,” shall be submitted in the

Course of the assignment and will constitute the basis for the payments to be made under paragraph

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** Any dispute arising out of the Contract which

Resolution

cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, On the request of the applying party.

For the Client

Full name _____

Title _____

Signature _____

Date _____

For the Consultant

Full name _____

Title _____

Signature _____

Date _____

REQUEST FOR REVIEW FORM
FORM RB 1
REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary