



COMMODITIES FUND

REQUEST

FOR

PROPOSAL

CONSULTANCY SERVICES FOR ISO 9001:2015 QUALITY MANAGEMENT SYSTEM
(QMS) EXPERTS

TENDER NO: COMFUND/T/04/2020 -2021

The Interim Managing Trustee
Commodities Fund
Railway Headquarters, Block D-2nd Floor,
Workshop Road, off Haile Selassie Avenue
P. O. Box 52714 - 00200
NAIROBI

Tel: (+254 2) 2210806/7/9
Cell :(+254) 772 – 602427/8
(+254) 737 – 204278/9

Email: info@comfund.co.ke
Website: www.comfund.co.ke

PUBLICATION DATE: 3rd NOVEMBER 2020

SECTION I - INVITATION TO A RESTRICTED TENDER

The Director

The Commodities Fund invites bids for Consultancy Services for ISO 9001:2015 Quality Management System (QMS) 9001:2015 Expert

Duly completed documents in plain sealed envelopes clearly marked with the Tender Number and Name shall be addressed to:

**Managing Trustee;
Commodities Fund
Railways Headquarters Building, Block D, Workshop Rd, off Haile Selassie Av.
P. O. Box 52714 - 00200
NAIROBI**

And deposited in the Tender box located at the reception so as to be received on or before, **18th November, 2020 at 11.00 a.m. Local Time.** Tenders will be opened immediately thereafter at the Fund's Boardroom in the presence of candidates/representatives who wish to attend.

Late Tenders shall be rejected.

For further inquiries, please call: (+254) 20 2210806/7/9 Cell: (+254) 737 204278/9 or (+254) 772 602427/8

MANAGING TRUSTEE

TABLE OF CONTENTS

		Page
SECTION I.	Invitation Tender	2
	TABLE OF CONTENT.....	3
SECTION II.	Information to consultants.....	4
SECTION III	Technical Proposal	9
SECTION IV.	Financial Proposal	31
SECTION V.	Contracts .	36

SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Client named in the Appendix to “ITC” will select a firm among those who have submitted their 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 firsthand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to 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 Tender price to be charged for the tender document shall not exceed Ksh.1,000.
- 2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to **seven [7] days** before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the 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 majorities 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 five (5) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) 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 90 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The 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 authorized 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 one copy of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**," and the original and one copy 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, tender **title** and other information indicated in the Appendix "ITC" and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE TENDER 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 as follows.

SECTION III: - TECHNICAL PROPOSAL

CONSULTANCY SERVICES ON TRAINING AND IMPLEMENTATION OF A QUALITY MANAGEMENT SYSTEM (QMS) ISO 9001:2015

SECTION I: INTRODUCTION

1.0 INTRODUCTION.

The Commodities Fund ISO 9001:2015 Certificate is due to expire in December 2020. Consequently, the Fund is in the process of seeking for recertification.

The current certification scope is limited to the Fund's Headquarters based in Nairobi. The new scope of certification is expected to include its seven Regional Offices situated in the towns of Eldoret, Embu, Meru, Kericho, Kisumu, Nakuru and Nyeri.

2.0 IMPLEMENTATION PLAN AND TOR

ACTIVITY	Scope of work
Gap analysis	Conducting a gap assessment on the existing system against ISO 9001:2015 requirements and develop a corrective action plan.
Training on ISO 9001 quality management system :- - Top management - Implementers - Internal quality auditing - General staff Awareness	Top Management Briefing: This training is designed to educate top management about the requirements of ISO 9001:2015 standard, its potential for positive impact on operations of the firm, some of the potential barriers/ challenges in implementation and how its implementation fits with the overall Commodities Fund strategy for growth. The training will assist top managers to gain an understanding of their specific roles as outlined in the standard.
	Implementers Training: This training enables the implementers (departmental Heads/ process owners) to gain the knowledge and skills necessary to apply the elements of QMS in their areas of responsibility. The implementers are the process owners who shall be involved in leading the implementation within the organization structures.
	Training of Internal Quality auditors: The aim of this training is to ensure that Commodities Fund has internal capacity to check, maintain and improve the QMS through regular internal audits using competent auditors that are conversant with the

	<p>requirements of the ISO 9001 standard. Conduct internal quality auditor training to a select group, including administration of examination for internal quality auditors.</p> <p>General staff awareness training to create awareness on QMS and their roles in implementation, maintenance and improvement</p>
QMS Documentation	<p>Review existing documentation</p> <p>Conduct documentation training to assist the implementers understand the documentation requirements of ISO 9001:2015</p> <p>Provide specific guidance in the writing, organizing, and controlling of manuals, procedures, work instructions, records and other documents related to the quality system.</p>
Implementation	<p>Provide ongoing support to ensure that the implementation of the QMS is being carried out effectively. Give advice and assistance as appropriate, including the review of procedures, the design, documentation and implementation of the procedures and the evaluation of any relevant technical issues.</p>

3.0 DELIVERABLES

- i) Gap analysis report.
- ii) Top management training and staff sensitization report.
- iii) Implementers training/ report.
- iv) QMS internal auditors training.
- v) General staff awareness training.
- vi) Prepare a detailed report on findings of ISO 9001:2015 documentation review and recommendations for addressing non-conformance
- vii) Prepare an elaborate work plan for development of documentation as per ISO 9001:2015 requirements i.e. Quality policy, quality objectives, quality manual, procedures & work instructions, record forms.
- viii) Prepare templates for ISO 9001:2015 documentation.
- ix) Take the top management through the strategy for maintenance of quality system documentation

4.0 DELIVERY PERIOD

The project is expected to take a period of six months

MANDATORY EVALUATION AND STATUTORY DOCUMENTS

No	Requirements	Yes/No
MR 1	Provide copy of the company's Certificate of Incorporation (Legal structure) Legal Notice/Act, in case of Government institutions. Accompany this with CR12 Form	
MR 2	Provide copy of Valid Tax Compliance Certificate issued by Kenya Revenue Authority (KRA)	
MR 3	Submit a completed company's profile using the Confidential Business Questionnaire provided in this tender document.	
MR 4	Provide copies of audited accounts for the company for the last three consecutive accounting years showing an annual turnover for 2017/2018/2019 .	
MR 5	Certified and registered as an ISO Expert firm/consultant by a recognized body i.e KENAS and Kenya Bureau of Standard. Attach the two certificates	

TECHNICAL EVALUATION CRITERIA:

NO:	SPECIFICATIONS.	TOTAL POINTS.	POINTS AWARDED
1.	<p>Consultant Experience</p> <p>Must have provided ISO 9001:2015 consultancy services to at least three (3) institutions which are ISO 9001:2015 certified or are at an advance stage of ISO 9001:2015 Certification. Support this requirement with copies of LSO's/ Contracts</p>	15	
2.	<p>Comment on the TOR's</p> <p>Give comments or suggestions interpretation on the Terms of Reference, a list of services and facilities to be provided by the Client.</p>	10	
3.	<p>Methodology and work plan</p> <p>Provide detailed description of the methodology and work plan for performing the assignment. Methodology (20 marks) broken down as follow. Detailed description 20 marks, scanty details 10 marks and no detailed description 0 marks Work plan (10 marks)</p>	30	
4.	<p>Staff data</p> <p>Provide list of the proposed staff team one (1) of whom must possess Bachelor's Degree in a relevant field. (5 marks) Minimum of 5 years' experience as an ISO Consultant (10 marks) The lead consultant must have relevant professional qualifications in quality management.(5 marks)</p> <p>Two (2) other staff should have at least a degree and three years' experience in auditing ISO 9001:2015. 7.5 marks for each staff</p>	30	
5.	<p>Financial capability. Submit Audited Accounts</p> <p>Assessment of firms financial capability will entail:</p> <p>Working capital (5) marks</p> <p>Positive profit trends for the last three years (5) marks</p> <p>Current assets: Current liabilities (5) marks</p>	15	
TOTAL TECHNICAL SCORE		100	

1. COMPLIANCE TO TECHNICAL SPECIFICATIONS

Bidders must comply with all the mandatory requirements to be considered for detailed technical evaluation. Bidders must score a minimum of **80%** in the Detailed Technical Evaluation stage in order to be considered for Financial Evaluation.

A proposal whose technical score does not receive at least 80 points out of the maximum 100 points in this evaluation shall be disqualified and its financial proposals returned unopened.

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.

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:-

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

- 2.8.6 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 25% 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

2.10.1 The 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.

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

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

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

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

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

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

2.11 Confidentiality

2.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with

the process, until the winning firm has been notified that it has been awarded the Contract.

2.12 Corrupt or fraudulent practices

- 2.12.1 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 A - 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

3.1 The name of the Client is: **COMMODITIES FUND**

3.1.1 The method of selection is: **TECHNICAL 80% FINANCIAL 20%**

3.1.2 Technical and Financial Proposals are requested: Yes
The name, objectives, and description of the assignment are:

Consultancy Services for ISO 9001:2015 Quality Management System (QMS) Expert

.1.3 A pre-proposal conference will be held: No
The name, address and telephone numbers of the Client's official(s) are:

COMMODITIES FUND

Head Office: Railway Headquarters, Workshop Road off Haile Selassie Avenue

**The Managing Trustee
Commodities Fund
Railway Headquarters, Block D, Workshop Road, off Haile Selassie Avenue
P. O. Box 20064 - 00200
NAIROBI**

Tel: (+254 2) 2210806/7/9

Cell :(+254) 722 – 602427/8
(+254) 737 – 204278/9

3.1.4 The Client will provide the following inputs: necessary documents that will assist the consultant in carrying the survey.

3.1.6 Your quote should include all relevant statutory obligations e.g. VAT

3.1.7 Consultants must submit **one original proposal** and **a copy**

3.1.8 The proposal submission address is:

**The Managing Trustee
Commodities Fund
Railway Headquarters, Block D, Workshop Road, off Haile Selassie Avenue
P. O. Box 20064 - 00200
NAIROBI**

Information on the outer envelope should also include:

“Consultancy Services for ISO 9001:2015 Quality Management System (QMS) Expert

3.1.9 Proposals must be submitted not later than the following date and time: **18th November, 2020 at 11:00 am**

3.1.10 The minimum technical score required to pass is **80%**

3.1.11 The weights given to the Technical and Financial Proposals are:

T=80% (Technical)

P=20 % (Financial)

3.1.12 your proposal must indicate your delivery period. The Fund expects that the assignment to be undertaken in six (6) months.

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business

You are advised that it is a serious offence to give false information on this form

Part 1 – General:

Business Name

Location of business premises.

Plot No.....Street/Road

Postal Address

Tel No.

Fax.....E-mail

Nature of Business

Registration Certificate No.(Attach Copy)

Maximum value of business which you can handle at any one time –
Kshs.

Name of your bankers

Branch

KRA Tax Compliance Certificate.....(Attach copy)

Business Permit No..... (Attach copy)

Part 2 (a) – Sole Proprietor	
Your name in full	Age
Nationality	Country of origin
<ul style="list-style-type: none"> • Citizenship details • 	
Part 2 (b) Partnership	
Given details of partners as follows:	
Name	Nationality Citizenship Details Shares
1.
2.
3.
4.
Part 2 (c) – Registered Company	
Private	or Public
.....	
State the nominal and issued capital of company-	
Nominal Kshs.	
Issued Kshs.	
Given details of all directors as follows	
Name	Nationality Citizenship Details Shares
1.....
2.

3.
4.
5.
Date Signature of Candidate

If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

SECTION III - TECHNICAL PROPOSAL

Table of Contents

	Page
1. Technical proposal submission form	22
2. Firms references	23
3. Comments and suggestions of consultants on the Terms of reference and on data, services and Facilities to be provided by the procuring entity	24
4. Description of the methodology and work plan for performing the assignment	25
5. Team composition and Task assignments	26
6. Format of curriculum vitae (CV) for proposed Professional staff	27
7. Time schedule for professional personnel	28
8. Activity (work schedule)	29

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

Three (3) Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

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

Assignment Name:		Country	
Location within Country:		Professional Staff provided by Your Firm/Entity(profiles):	
Name of Client:		Clients contact person for the assignment.	
Address:		No of Staff-Months; Duration of Assignment:	
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (Kshs)	
Name of Associated Consultants. If any:		No of Months of Professional Staff provided by Associated Consultants:	
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:			
Narrative Description of project:			
Description of Actual Services Provided by Your Staff:			
Firm's Name: Name and title of signatory;			

Firm's Name: _____

Name and title of signatory; _____

3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE 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.

4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Description of the methodology and work plan for performing the assignment - The consultant is to prepare a proposal work plan on how they are to undertake the assignment.

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

Technical/Managerial Staff		
Name	Position Task	Task
Support Staff		
Name	Position Task	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: _____

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.]

Nationality: _____

Certification: _____

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

_____ Date: _____

[Signature of staff member]

_____ Date: _____

[Signature of authorized representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

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

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 months from the start of assignment)

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

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

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

Table of Contents

	Page
1. Financial proposal submission Form	32
2. Summary of costs	33
3. Breakdown of price/per activity	33
4. Breakdown of remuneration per activity	34
5. Reimbursable per activity	34
6. Miscellaneous expenses	35

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
FINANCIAL**

	Description	Unit	Price	Total cost
1.	Consultancy services on training and implementation of a Quality Management System (QMS)			
2.	Inclusive of all relevant taxes			
3.	Total cost			

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_____				
2.	(telephone, telegram, telex)				
3.	Drafting, reproduction of				
4.	reports				
	Equipment: computers etc.				_____
	Software				-
	Grand Total				

Tenderer's Name (Company) _____

Signature & Rubber stamp: _____

Date: _____

Note: i) In case of discrepancy between unit price and total, the unit price shall prevail.

ii) Award shall be based on the lowest bidder for the complete set of requirements.

* Note that this is the initial suggested user group and the bidding firm will be required to provide information regarding the proposed licensing model as well as how software licenses may be added as per the client's needs in future.

SECTION V:

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
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 reports listed in Appendix B, "Consultant's Reporting Obligations," within the time periods listed in such Appendix and the personnel listed in Appendix C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.

2. Term The Consultant shall perform the Services during the period commencing _____ [Insert start 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 a ceiling of _____ [Insert ceiling amount]. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as

(i)

Well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract Consist of the Consultant's remuneration as defined in sub-paragraph (B) below and of the reimbursable expenditures as defined in sub-paragraph (C) below.

B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per man/month spent (or per day spent or per hour spent, subject to a maximum of eight hours per day) in accordance with the rates agreed and specified in Appendix C, "Cost Estimate of Services, List of Personnel and Schedule of Rates".

C. Reimbursables

The Client shall pay the Consultant for reimbursable expenses which shall consist of and be limited to:

- (i) normal and customary expenditures for official road and air travel, accommodation, printing and telephone charges; air travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client's coordinator;
- (ii) Such other expenses as approved in advance by the Client's coordinator.

D. Payment Conditions.

Payment shall be made in Kenya shillings unless otherwise specified not later than thirty {30} days following submission 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 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.

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

4. Project Administration

A. Coordinator

The Client designates _____
[Insert name] as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices

(ii)

For payment and for acceptance of the deliverables by the Client.

B. Timesheets.

During the course of their work under this Contract, including field work, the Consultant's employees

Providing services under this Contract may be required to complete timesheets or any other document used to identify time spent as well as expenses incurred, as instructed by the Project Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services which will clearly identify all charges and expenses. The Client reserves the right to audit or to nominate a reputable accounting firm to audit the Consultant's records relating to amounts claimed under this Contract during its term and any extension and for a period of three months thereafter.

5. Performance Standard

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 or 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.

(iii)

- 10. Assignment** The Consultant shall not assign this Contract or Subcontract any portion thereof 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 this Contract which cannot be amicably settled between the parties, shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

FOR THE CLIENT

Full name;.....

Title.....

Signature.....

Date.....

FOR THE CONSULTANT

Full name.....

Title:.....

Signature;.....

Date;.....