COMMODITIES FUND

TENDER

FOR

CONSULTANCY SERVICES FOR THE POST IMPLEMENTATION REVIEW OF ENTERPRISE RESOURCE PLANNING SYSTEM AT COMMODITIES FUND

TENDER NO: COMFUND/RT/05/2020 -2021

The 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: 2ND MARCH, 2021

TABLE OF CONTENTS

SECTION I - LETTER OF INVITATION

SENSITIZATION OF SUPPLIERS OF GOODS, WORK AND SERVICES ON ACCESS TO GOVERNMENT PROCUREMENT OPPORTUNITIES

The Commodities Fund (ComFund) wishes to notify prospective suppliers under Disadvantaged Group categories **(Youth, Women and Persons with Disabilities)** that it intends to undertake a sensitization forum for the said groups at date and venue to be communicated later.

Interested suppliers are required to confirm their attendance by sending their Email address, Telephone contact and representative details to **info@comfund.co.ke** on or before Wednesday**, 31st March, 2021** to enable preparation of meeting.

2 **Tender for Consultancy Services for Post Implementation Review of Enterprise Resource Planning System at Commodities Fund COMFUND/T/05/2020/2021. Open**

3 **Tender for Provision of Medical Insurance. TENDER NO. COMFUND/T/06/2020/2021 Open**

4 **Tender for Provision of General Insurance Services. TENDER NO. COMFUND/T/07/2020/2021. Open**

5 **Tender for Provision of Group Life Insurance and Provision of Group Personal Accident and Work Injury Benefit Act. TENDER NO. COMFUND/T/08/2020/2021 Open**

The Fund invites bids/applications from prospective suppliers to be considered for the above mentioned tenders.

Tender and Registration documents with detailed information may be viewed and collected at the Fund's offices situated on 2nd Floor, at Kenya Railways Headquarters building, block D, Workshop Road, during normal working hours (8: 00a.m -1: 00 p.m. and between 2:00 p.m. –5:00p.m) at no cost. Prospective suppliers may also view and download the Documents from the Commodities Fund's website www.comfund.co.ke. **OR Public Procurement Information Portal (PPIP) portal: free of charge. Those who download the documents from the websites must forward the category number applied, name of firm, address and telephone number immediately for records to info@comfund.co.ke.**

Completed registration documents must be submitted enclosed in plain sealed Envelopes, clearly marked with the Tender name, number, Code number and Category as provided in the document and deposited in the Tender box located at the Reception, so as to be received on or before Wednesday, 17th March 2021 at 11.00 a.m. Applications will be opened immediately thereafter at the Fund's Boardroom in the presence of applicants who choose to attend.

Late applications shall be rejected.

Youth, Women and Person with disability are encouraged to apply in all the categories

For further enquiries, please call: 254 20 2210806-7/9/12
Cell: 0728 602427/8, 0737 204278/9
MANAGING TRUSTEE

SECTION II – INFORMATION TO CONSULTANTS (ITC)

Table of Contents

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 not exceed Kshs.5,000/=

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 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 as follows

		Points
(i)	Specific experience of the consultant related to the assignment	(10)
(ii)	Adequacy of the proposed work plan and methodology in responding to the terms of reference	(40)
(iii)	Qualifications and competence of the key staff for the assignment	(40)
(iv)	Suitability to the transfer of Technology Programme (Training)	(10)
	Total Points	**100**

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:-
$Sf = 100 \text{ X } {}^{FM}/_{F}$ 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:- $S = St \text{ x } T\ \% + Sf \text{ x } P\ \%$. 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 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: Commodities Fund

2.1.1The method of selection is: Quality and Cost Based Selection (QCBS)

2.1.2 Technical and Financial Proposals are requested: Yes

The name, objectives, and description of the assignment are: Tender for Consultancy Services for the Post Implementation Review of Enterprise Resource Planning at Commodities Fund

2.1.3 A pre-proposal conference will be held: No

The name(s), address (es) and telephone numbers of the Client's official(s) are: The Managing Trustee. P.O. Box 52714-00200- Nairobi. +254 20 2210806-7/9/12

2.1.4 The Client will provide the following inputs: Contact person

2.1.5 (ii) The estimated number of professional staff months required for the assignment is; Two staff Two months

(iv) The minimum required experience of proposed professional staff is:[*Insert title, number of years of professional experience, specific expertise*]
Lead consultant should hold a Bachelor of Science in Information Technology with a professional qualification in Project Management and CISA. He//She should have at least five (5) years' experience in doing similar assignments
Other staff should be a holder of Bachelor of Science in Information Technology and Two years' experience in undertaking similar assignment

2.1.6 (vii) Training is a specific component of this assignment:
No

(viii) Additional information in the Technical Proposal includes:
As per tender document requirements

2.1.7 Taxes: [Specify *firm's liability: nature, sources of information]: All relevant taxes*

2.5.2 Consultants must submit an original and one copy of each proposal.

2.5.3 The proposal submission address is: as indicated in the tender document. Information on the outer envelope should also include: Tender name and number

2.5.4 Proposals must be submitted no later than the following date and time Wednesday 17th March, 2021

2.6.1 The address to send information to the Client is: as per details in the tender document

2.6.3 The minimum technical score required to pass 75 *of 100 points]*:

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

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

2.9.2 The assignment is expected to commence immediately after lapse of fourteen (14) days following Notification of award

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	
MR 2	Provide copy of **Valid** Tax Compliance Certificate issued by Kenya Revenue Authority (KRA)	
MR 3	Copy of CR12 from company's Registry or proof in case of sole proprietorship.	
MR. 4	Submit a completed company's profile using the Confidential Business Questionnaire provided in this tender document.	
MR 5	Provide copies of audited accounts for the company for the last three consecutive accounting years showing an annual turnover for **2017/2018/2019/2020.**	

TECHNICAL EVALUATION CRITERIA:

NO:	SPECIFICATIONS.	TOTAL POINTS.	POINTS AWARDED
1.	**Firm Experience** Provide evidence of at least three (3) recent experiences on similar assignments. For each assignment submit copies of LSO's/ Contracts each assignment 3.333	10	
2.	**Methodology and work plan** Provide detailed description of the methodology and work plan for performing the assignment and give comments or suggestion to improve on the terms of reference 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) Comments on TOR' (10 marks)	40	
3.	**Staff data** Provide list of the proposed staff team one (1) Lead consultant who must possess a Bachelor's Degree in Information Technology or equivalent with professional qualification in project management and CISA. H/she should have a minimum of five (5) years' experience in undertaking similar assignments. (25 marks) One (1) other staff who should have at least a Bachelor's Degree in Information Technology and at least two years' experience in related assignment (15 marks)	40	
4	**Financial capability. Submit Three years Audited Accounts 2017/18/19/20** Assessment of firms financial capability will entail: Working capital (5) marks Positive profit trends for the last three years (5) marks Current assets: Current liabilities (5) marks	10	
	TOTAL TECHNICAL SCORE	**100**	

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

Table of Contents

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 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.

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

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)

	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

Table of Contents

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 FOR THE POST IMPLEMENTATION REVIEW OF COMMMODITIES FUND ENTERPRISE RESOURCE PLANNING SYSTEM

Preamble

Commodities Fund is desirous of acquiring Post Implementation Review consultancy services for its newly implemented ERP system (Microsoft Navision).

Objectives

The objectives of this exercise include but not limited to the following:

1. To ascertain the degree of success from the project the extent to which it met its objectives, delivered planned levels of benefit, and addressed the specific requirements as originally defined.
2. To examine the efficacy of all elements of the working business solution to see if further improvements can be made to optimize the benefit delivered.
3. To learn lessons from this project, lessons which can be used by the team members and by the organization to improve future project work and solutions.

Scope of Work

1. Review the process of selection and implementation and provide any ‘lessons learnt’ that the Comfund can apply in future implementations.
2. Review existing functionality and utilization of the system and identify any improvement opportunities that can lead to full system utilization where gaps exist, if any
3. Identify any envisaged functionality requirements that have not been met by the new system.
4. Assess the extent of benefits realization from implementation of the new system.
5. Validate the accuracy and completeness of data migration that was performed at go- live and continued functioning of the system to maintain data integrity.
6. Determine whether appropriate, relevant documentation is available on the system implementation process.
7. Also, check whether required reference documentation on the new system is available.
8. Assess the effectiveness of system IT and application controls for key processes. Identify further opportunities for enhancement of the control environment. Evaluate alignment to COBIT relevant controls.
9. Determine whether system availability service level metrics are met by the new system.
10. Determine whether the system – as implemented – is configured such that it is not susceptible to vulnerabilities including cyber related issues.
11. Test whether existing ICT resources are sufficient for continued, effective maintenance of the system.
12. Determine the extent of stakeholder involvement and ownership including change and communication strategy.
13. The consultant should also highlight whether the system can support relevant regulatory requirements and new standards.
14. Security Assessment of the systems
15. Detailed Reports and Recommendations
16. Benefits analysis

Deliverables

1. An inception report with a Project Management Plan at the commencement of the consultancy with the following components;
    a) Procedures and processes for executing the task.
    b) Understanding of the objectives, scope, and deliverables.
    c) Methodologies, risk management plan, Clean-up plan, information security compliance plan, communication and reporting plan.
    d) Skills and knowledge transfer plan.
2. Gap Analysis and benchmark review (Understanding Internal processes, infrastructure, organization structure and risk profile), Deliverables are;
    a) A report with Vulnerabilities arising out of policies and procedures.
    b) A Detailed Risk analysis report that highlights the gaps identified in policies and procedures.
3. Security assessment of Comfund ERP system. Deliverables are:
    a) Detailed security assessment report highlighting the risk and severity level for each threat/vulnerability identified.
4. Current situation
    a) Is the required functionality available?
    b) Are the procedures properly documented, published, and known about?
    c) Have users received adequate training and coaching to take advantage of the new facilities?
    d) Are staffing levels and skillsets appropriate for the actual workloads?
    e) Are staff displaying appropriate attitudes to get the best out of the system (confidence in its capabilities, belief in its purpose, willingness to make it work, etc)?
    f) How busy, usable, useful, and adequate are support services such as the systems support function and help desk?
    g) Are third parties such as customers and suppliers satisfied with the service?
    h) Is the level and nature of identified faults acceptable?
    i) Are faults handled at an acceptable speed and with satisfactory results?
    j) Is data integrity being maintained within the system and in relation to other integrated or interfaced systems?
    k) Are systems controls being applied correctly?
    l) Are business, procedural, and financial controls being applied correctly?
    m) Does the system and its usage meet current legal and regulatory requirements?
    n) Is the system able to process transactions at an adequate speed?
    o) Does the system have the capacity to deal with the actual peak loadings as encountered and foreseen?
    p) Are staff following operational procedures including backup, recovery, security and disaster recovery?
    q) Has the project been properly de-mobilized, e.g., documentation filed, team members appraised and reassigned, equipment and facilities returned, final accounting and reporting completed, success and completion communicated?

5. Benefits
    a) What were the final costs of the project?
    b) What is the actual operating cost of the new solution?
    c) What is the actual benefit being delivered by the new solution?
    d) How does that compare to the original project definition?

6. Future improvements
    a) Could further training or coaching improve the degree of benefit being generated?

b) Are there further functional improvements or changes that would deliver greater benefit?
c) Are specific improvements required in procedures, documentation, support, etc?
d) What learning points are there for future projects?

7. The Final report to management covering the following:

a) Executive summary report of the findings and Detailed review report
b) Power point presentation to management
c) Strategic direction in support of the systems currently implemented by the Organisation.

Expected Benefits from the Post Implementation Review exercise

Comfund expects to realize the following benefits from the Post Implementation review of its ICT systems;

a) Identification of "lessons learned" about the technology.
b) Identification of "lessons learned" about the project management process.
c) Documentation of "what went well" for: developing and incorporating best practices into project management guidelines
d) Improved understanding of the client's business needs.
e) Improved effectiveness of the IT organization by incorporating PIR lessons and, with time, enhancing its credibility.
f) Increased knowledge on how to quantify benefits of ICT projects.
g) Better investment decisions on future projects from using the PIR information.
h) Ability to provide project sponsors with evidence of costs and benefits.
i) Provide stakeholders with measures of success to help validate their decisions and support if the project went well.

NB:

a) The findings and recommendations will be presented to:
   i. the solution's business owners and the leading participants in the project, and
   ii. Other parties who may be concerned with the results.

b) Specific actions should be proposed to address any further work that is recommended. This might be handled in several different ways, for example:
   i. as routine support and maintenance,
   ii. as remedial work to be performed by the original project team,
   iii. for line management to address through user education and procedure
   iv. as further phases of development involving new projects.

Duration

The Consultant is required to indicate/state the cost and duration to carry out the assignment. However, the duration should not exceed 3 months from the day of signing the contract and the cost should cover everything including professional fees, subsistence, transportation, services, licenses, communication, printing of documents, etc.

Reporting Lines

The Consultant shall report to Comfund, the immediate liaison officers shall be the Head of Internal Audit and Head of ICT

SECTION VI:

STANDARD FORMS OF CONTRACT

a. ANNEX I – LARGE ASSIGNMENTS (LUMP-SUM PAYMENTS)

b. ANNEX II – LARGE AND SMALL ASSIGNMENTS (TIME -BASED PAYMENTS)

c. ANNEX III – SMALL ASSIGNMENTS (LUMP-SUM PAYMENTS)

ANNEX I

SAMPLE CONTRACT FOR CONSULTING SERVICES

Small Assignments
Lump-sum payments

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.

(i)

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;___________________________

LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant’s Personnel

Appendix C: Consultant’s reporting Obligations

Appendix D Confidential Business Questionnaire form

(v)

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

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. ……………………………………………………………………………
Maximum value of business which you can handle at any one time – Kshs. …………………………………
Name of your bankers …………………………………….. Branch ………………………………………

Part 2 (a) – Sole Proprietor

Your name in full ………………………………………………….. Age ………………………..
Nationality ………………………………… Country of origin …………………………………….

- 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.

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I, ……………………………………, of Post Office Box …….………………………. being a resident of ………………………………….. in the Republic of ……………………………. Do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of ………....……………………………….. (insert name of the Company) who is a Bidder in respect of **Tender No. …………………..** for ……………………..(insert tender title/description) for ……………………..(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

…………………………………. ……………………………. ……………………… (Title) (Signature) (Date)

Bidder Official Stamp

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I, ……………………………………of P. O. Box ……………………… being a resident of ………………………………… in the Republic of ………………. do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ………………………………………….. (insert name of the Company) who is a Bidder in respect of **Tender No. ……………………** for ……………………(insert tender title/description) for ……………………(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ……………………(insert name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ……………………(name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrupt practice with other bidders participating in the subject tender

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

………………………………. …………………………… ……………………… (Title)
(Signature) (Date)

Bidder's Official Stamp