BANKI KUU YA KENYA **CENTRAL BANK OF KENYA**

Haile Selassie Avenue

Telephone 2860000 Telex 22324
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REQUEST FOR PROPOSALS FOR PROVISION OF FEASIBILTY ASSESMENT OF THE PROPOSED MODERNIZATION OF DISASTER RECOVERY SITES FOR CENTRAL BANK OF KENYA.

RFP NO. CBK/RFP/32/2017-2018

CLOSING DATE: 13th OCTOBER, 2017 AT 10.30 A.M

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SECTION I: LETTER OF INVITATION

1.The Central Bank of Kenya has shortlisted your firm/Institution to participate in RFP for **Provision of Feasibility Assessment of the Proposed Modernization of Disaster Recovery Site for Central Bank of Kenya.**

2. Further information as pertains to this proposals may be obtained during working hours (Monday to Friday) between 9:00 am and 5:00 pm using the following address: **The Ag. Director, Department of Procurement and Logistics Services, Tel: +254 20 2861000/2860000, 5th Floor, Central Bank of Kenya, Haile Selassie Avenue, Nairobi, Email: supplies@centralbank.go.ke**

3. A complete set of Request for Proposal documents containing detailed information may be obtained from Central Bank of Kenya, Head Office, along Haile Selassie Avenue, Procurement and Logistics Services Department on 5th Floor for free**.** The same document is emailed to you for downloading.

4. The Technical Proposal and Financial proposal are to be put in different envelopes clearly marked "Technical Proposal" and "Financial Proposal" and sealed in one envelope. Completed Request for Proposal documents should then be deposited in the **Green Tender Box No. 3** at the main entrance, ground floor of **Central Bank of Kenya along Haile Selassie Avenue,** so as to be received on or before **13th October, 2017 at 10.30 am**.

5. The Technical Proposals will be opened immediately after the closing time i.e. **13th October, 2017 at 10.30 am** in the **DPLS Conference Room on 5th Floor** Central Bank of Kenya Head Office in Nairobi. Interested tenderers or their representatives may attend the tender opening. The Financial Proposals for bidders meeting the technical requirements will be opened upon finalization of the Technical Proposal Evaluation.

6. Prices quoted should be inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of **120 days** from the closing date of the tender.

7. No **Tender Security** will be required for this tender.

AG. DIRECTOR
DEPARTMENT OF PROCUREMENT & LOGISTICS SERVICES

SECTION II – INFORMATION TO CONSULTANTS (ITC)

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2.1 Introduction

2.1.1 The Procuring Entity will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix.

2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Appendix "ITC" for consulting services required for the assignment named in the said Appendix. 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 Procuring Entity 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 employees, committee members, board members and their relatives (spouse and children) are not eligible to participate.

2.1.7 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 Procuring Entity address indicated in the Appendix "ITC". The Procuring Entity 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 Procuring Entity may for any reason, whether at its own initiative or in response to a clarification requested by an invited consultant(s), 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 Procuring Entity may at its discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested shall 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 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 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 Procuring Entity.

(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) 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 V). It should list 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 **120 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 Procuring Entity will make its best effort to complete negotiations within this period.

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

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

2.5.2 For each proposal, the consultants shall prepare 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 outer envelope and the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall be marked with the consultant's number allocated at the time of opening of the outer envelope and the Technical proposals but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening it.

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 procuring entity 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 procuring entity 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 procuring entity shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows:

(i)	Specific experience of the consultant related to the assignment	(5-10)
(ii)	Adequacy of the proposed work plan and methodology in responding to the terms of reference	(20-40)
(iii)	Qualifications and competence of the key staff for the assignment	(30-40)
(iv)	Suitability to the transfer of Technology Programme (Training)	(0-10)
	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, meet the mandatory requirements or if it fails to achieve the minimum technical score indicated in the Appendix "ITC". The consultant may be asked as part of their evaluation to demonstrate their proposal or arrange a visit to an institution where similar services have been provided. This will be at the discretion of the procuring entity. A tenderer must score a minimum of 75% to qualify.

2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation, the procuring entity 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 procuring entity 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 procuring entity shall prepare minutes of the public opening.

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

2.8.4 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-
$Sf = 100 \text{ X } {}^{FM}/_{F}$ 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: - $S = St \times T\,\% + Sf \times P\,\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

2.8.5 The tender evaluation committee shall evaluate the tender within 21 days from the date of opening the tender.

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

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

2.8.8 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 will be to reach an agreement on all points and sign a contract.

2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The procuring entity and the firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from 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 procuring entity expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the procuring entity will require assurances that the experts will be actually available. The procuring entity 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 procuring entity and the selected firm will initial the agreed Contract. If negotiations fail, the procuring Entity 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 procuring entity 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 to Information to Consultants (ITC)

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

INFORMATION TO CONSULTANTS REFERENCE	PARTICULARS OF APPENDIX TO INFORMATION TO CONSULTANTS
2.1.1	The name of the Client is: **Central Bank of Kenya; and** The method of selection is: **Quality and Cost Based selection**
2.1.2	Technical and Financial Proposals are requested: **Yes** The name and description of the assignment is: **Provision of Feasibility Assessment of the Proposed Modernization of Disaster Recovery Site for Central Bank of Kenya.**
2.1.3	A pre-proposal conference will be held: **NO.** The name, address and telephone numbers of the Client's official(s) is: **Director, Department of Procurement & Logistics Services (Tel: +254 20 2860000),** CBK Head Office, on 6th Floor between 9:00 am and 5:00 pm during working days.
2.1.4	The Procuring Entity will provide the following inputs: • Facilitate data collection by introducing the successful consultant to CBK licensees.
2.3.3	i). The minimum required experience of proposed professional staff is: **three (3)Years** ii). Not applicable in this proposal (iv). Training is a specific component of this assignment: **YES**
2.3.4(vii)	Appendix A in not applicable
2.4.5	The Proposal must remain valid for **120 days** after the submission date.
2.5.2	Consultants should submit an **original and one (1) additional copy** of each proposal.
2.5.3	Proposal documents should be deposited in the **Green Tender Box No. 3** at the main entrance, ground floor of **Central Bank of Kenya along Haile Selassie Avenue,** so as to be received on or before **13th October, 2017 at 10.30 am** OR posted to **Central Bank of Kenya, P. O. Box 60000- 00200, Nairobi, Kenya, Haile Selassie Avenue, Telephone 2860000, Email: supplies@centralbank.go.ke**.

	Information on the outer envelope should also include the same address and Request for Proposal Number.
2.5.4	Proposals must be submitted no later than **13th October, 2017 at 10.30 am.**
2.6.1	The address to send information to the Client is: **Central Bank of Kenya, P. O. Box 60000 - 00200, Nairobi, Kenya, Haile Selassie Avenue, Telephone 2860000 Telex 22324, Fax 310604/340192, Email: supplies@centralbank.go.ke**
2.8.1	The opening date for Financial proposals will be communicated to bidders meeting the minimum technical qualifying mark. The date will be convenient to the parties and will put into consideration the urgency of the services.

2.7.1 EVALUATION CRITERIA TO BE USED TO EVALUATE THE PROPOSALS

The received RFP will be evaluated in four stages as detailed below:

1. Stage 1: Compliance with Mandatory Requirements;
2. Stage 2: Compliance with Technical requirements
3. Stage 3: Financial Evaluation
4. Stage 4: Combining Financial and Technical Score
5. Stage 5: Negotiations
6. Stage 6: Recommendations

Stage 1: Compliance with the Mandatory Requirements (MR)

The first stage of the evaluation will involve determination of responsiveness to the mandatory requirements of the Request for proposals that will include:

No	Requirements	COMPLIANCE
MR 1	Provision of documentary evidence of the company's certificate of incorporation/Registration.	
MR 2	Registration with the Statutory bodies as a member (In case of Consortia or Joint Venture agreements, the lead firm to provide) i.e. BORAQ, EBK etc.	
M 3	Letter of Association for Consortia or Joint Venture agreement whichever is applicable	
M 4	Provision of a Copy of the Tax Compliance Certificate issued by KRA valid at least up to the opening date of the RFP or Letter of Exemption	

The tenderers who do not satisfy any of the above requirements shall be considered Non-Responsive and their tenders will not be evaluated further. The second stage will involve technical evaluation of the bids that meet all the Mandatory Requirements in stage one.

Stage 2: Compliance with the Technical Requirements

Proposals meeting all the mandatory requirements will be subjected to technical evaluation based on the criteria given below:

	TECHNICAL EVALUATION CRITERIA	**MAXIMUM MARKS**
T1	<u>Relevant Experience of the Consultancy Firm related to the assignment</u> Design and Supervised Data Centre with Floor Area of More Than 150sq Mtrs minimum 2 facilities (15 marks each)	30
T2	<u>Specific Experience</u> Proof of Involvement of project which has been certified or is undergoing certification as a Tier III facility by Uptime Institute or any Internationally recognized Body. • Four or More Similar Projects - 20 Marks • Three Similar Projects - 15 Marks • Two Similar Projects - 10 Marks • One Similar Projects - 5 Marks • No Project - No Mark	20
T3	<u>Key Personnel (General Qualifications)</u> • Electrical Engineer (Registered with Engineers Board of Kenya) – 5 Marks • Electrical Engineer (Uptime Institute Accredited Tier Designer) – 5 Marks • Mechanical Engineer (Registered with Engineers Board of Kenya) – 5 Marks • Mechanical Engineer (Uptime Institute Accredited Tier Designer) – 5 Marks • Architect (Registered Board of Registration of Architects and Quantity Surveyors) 5 Marks • Quantity Surveyor (Registered Board of Registration of Architects and Quantity Surveyors) 5 Marks	30

T 4	<u>Methodology</u> Adequacy of the proposed work plan and methodology in responding to terms of reference. Consultants to provide detailed and Comprehensive Work plan adequacy within time given-20pts	20
	Total Score	**100**

The consultant will be required to score a minimum of **75% and above** on the Technical Evaluation to qualify to have their financial bids open for evaluation.

Stage 3: Financial Evaluation

Upon attaining the minimum score of 75% the bid will be subjected to financial evaluation. This will involve financial analysis with a view to checking any arithmetic errors.

Stage 4: Combining Financial and Technical Score

Combining Financial and Technical Score will be carried out as per clause 2.8.4. The weight to be assigned for Technical score (t) will be 80% while Financial score (p) will be 20%. The bidder with the highest combined Financial and technical score will be invited for negotiation.

Stage 5: Negotiations

The bidders upon satisfying the requirements under stage 4 will be invited for negotiations. Negotiations will involve suggestions if any, on the improvement of the Terms of Reference (TOR) and on the quoted bid sum with a view to arriving at the most acceptable bid by both parties.

Stage 6: Recommendation

The successful bidder upon successful conclusion of the negotiation will then be recommended for consideration of award.

SECTION III: - TERMS OF REFERENCE

Contents

1.0 Background

The Central Bank of Kenya operates its disaster recovery sites at the CBK Kisumu Branch offices and Kenya School of Monetary Studies (KSMS), Nairobi. These act as a work areas where operations can relocate following a disaster, threat or other disruptive event to the backup and primary data centers in Nairobi. A disaster recovery site with adequate utilities, services and necessary equipment in good operational condition to support future business IT capacity growth and density is critical for quick restoration and deployment of essential IT operations to ensure continuous operation of the Bank's critical enterprise systems in case of extra need or a disaster in the back up and primary data centres. The Bank has existing buildings in the two locations but will rely on the consultant's guidance on the suitability to host the new DR sites.

The bank needs to be able to optimally support the increased functions which have come with the promulgation of the new constitution which brought in additional 47(forty seven) counties in addition to the growing financial sector in the wake of rapid technological changes.

As part of IMS data center roadmap the objective of the project is to build a Tier 3 to support business continuity and disaster recovery to IMS operations.

The primary objective of the project is to build a state-of the art Disaster Recovery Site in Kisumu and KSMS to facilitate business continuity to the bank, Commercial banks, financial institutions, County governments and Central government.

A consultant is therefore required to undertake design and provide solution as per the standard data center guidelines

2.0 The deliverables

2.1 Technical Feasibility Report

i) The consultant shall assess the viability of the proposed space for building the Kisumu disaster recovery site (DRS) and identify a suitable space within the KSMS facility.
ii) The consultant shall assess the natural disaster risks, manmade disaster risks and the adequacy of the infrastructure facilities at the locations (communications, power, utilities, network connectivity, and telecommunication facility among others) and suggest mitigation plan for the identified risks.
iii) Identify the constraints and advantages of the sites, adequacy of space for the project's present and future needs.
iv) Identify the critical issues to be addressed and propose a detailed plan to develop the sites to make them suitable for the project.
v) The consultant shall determine and articulate usage, transaction volume and corresponding capacity requirement and submit a detailed design for a Tier 3 data

center specifying all the critical components for the system. The data center facility shall have flexibility and scalability.

vi) Generate detailed specifications of machineries and equipment, cost estimation, etc.

vii) The consultant shall develop a comprehensive design of the space, appropriate size, floor layout, electrical system design, mechanical system design, power supply alternatives, engineering design and architectural design, physical infrastructure design, cooling system design, server room design, network room design, interior design, power and gas circuit design, PS room design, fire suppression design, water leakage system protection design, environmental monitoring system design, access control and physical security system design,etc.)

viii) The consultant shall assess the need for implementing an energy efficient data center.

ix) The consultant shall prepare the RFP for the DR sites' construction. The RFP should cover all datacentre construction works comprising mechanical, electrical, civil, ICT infrastructure and any other related works to ensure a fully working DR site.

x) The consultant will also assist in the evaluation and assessment of the tender bids.

xi) The consultant will be responsible for DR site project management. This will include commissioning and signoff.

2.2 Financial Feasibility Report

i) The consultant shall submit a report on detailed financial analysis feasibility report determining the amount of money required element wise as fixed cost and working capital to complete and start running the project.

ii) The consultant shall submit estimated real cost of the project component wise and also recommend the schedule of time frame and detailed implementation plan including procurement plan for the project.

2.3 Operation Plan

i) Develop the guiding principles, operational modalities of the data center including procedures, work flow for the operation of the data center.

ii) Suggest manpower requirement for the data center

iii) Suggest any action/s necessary for smooth operation and management of the data center and its future expansion.

iv) Manpower Development Plan for the data centers

- Formulate data center manpower personnel requirements indicating requirement of the candidatures, job descriptions, roles and responsibilities.
- Conduct training needs assessment and design training activities, preferably with suggested plans and modules for in-house trainings, training to be imparted in local and foreign institutions.
- The consultant should develop a preliminary master project schedule.

2.4 Miscellaneous work

Additional works as required and decided by the bank in consultation with the consultants during the tenure of the proposed consultancy work. However, no such work should involve any significant amount of time or intellectual exercise requiring additional fee.

3.0 Data Center Architecture and Engineering Guidelines and Best Practices for Compliance.

3.1 Design Criteria

The Uptime Institute Tier level will drive the design specifications for the data center project. These are 1-4.The higher the tier level, the higher the investment level for building construction and environmental equipment. Tier level will be determined by the criticality of the data center operations.
In the financial sector, high availability and fault tolerant (Tier 3) are required to support 24/7 financial transaction activities and funds exchanges.

Tier 3 data center:

- Multiple power and cooling distribution paths but only one path active.
- Redundant components.
- Multiple independent distribution paths serving the critical environment.
- Only one path is required to serve the critical environment at any time.
- Concurrently maintainable.

The performance confirmation tests:

a) Each and every capacity component and element in the distribution paths can be removed from service on a planned basis without impacting any of the critical environment.
b) There is sufficient permanently installed capacity to meet the needs of the site when redundant components are removed from service for any reason.

Source: Uptime Institute

The Uptime Institute tier classification has been adopted as an industry accepted standard for defining levels of data center fault tolerance.

The Uptime Institute cautions that a level of availability cannot be ensured by design specification alone. Most service interruptions occur due to human error. Thus, attention to recruiting, skill development, training and a positive work environment will contribute to high availability operations.

3.2 Critical Building Systems

The below five critical building systems require explicit engineering for this project.

Power Source-Power distribution including UPS, backup diesel generator, power distribution units (PDUs) and intermediate distribution units.

Heating, Ventilation and Air Conditioning units (HVAC)-these may include rooftop units and distributed units that provide localized air cooling. Underfloor distribution of air can be an effective means of distributing air evenly through a raised floor area, additional cooling may be required between racks. The main goal is to maintain adequate cooling and air movement within the data center.

Fire protection Systems-including detection and abatement systems that most likely will combine pre-action wet systems combined with dry systems (such as FM200) for sensitive areas such as disk storage areas.

Security Systems- local and central watch. Provide for multiple secured access for the facility.

Raised floor systems-Designed with suitable height considerations.

3.3 Planning and Designing

The level of improvements could vary from complete building fit out to minor modifications and enhancements. The critical design considerations include a complete electrical power design, including power distribution-that is main distribution frame (MDF) and intermediate distribution frame (IDF),UPS systems, generator backup power systems and fire retardant systems wet and dry systems),security monitoring systems, environmental monitoring systems and mechanical systems (such as HVAC).The plan will develop a rack layout and determine the optimal electrical and air cooling distribution systems based on rack densities. The space design will focus on the raised floor area, rack layout, support areas such as supply room-power/UPS room and staging areas.

3.3.1 Engineering Plan and Space Design

Space Design

- Raised floor Area
- Supply/Power Room
- Communication Room
- Staging Area

Mechanical

- HVAC (tonnage, location and distribution

- Cooling, Heating, Humidification.
- Filtering (particulate levels)

Fire Protection

- Early smoke detection
- Pre-action wet systems
- Dry systems

Fault tolerance and floor loading

Electrical

- Diesel generator
- Fuel tank (size and location)
- Uninterruptible power supply
- PDUs (primary and secondary)
- Electrical distribution (dual paths)
- Building feeds,conduits,trenches
- Watts per square foot; equipment footprint, raised floor area, total facility

Communication

- Diverse building fiber entrance paths

Raised floor

- Height
- Tile Size

The design should provide for surplus capacities in core infrastructure such as electrical, cable trenches, patch panels, conduits and additional spaces for PDUs.
Source: Gartner-Use Best Practices to Design Data Center Facilities.

3.3.2 Power Distribution:

Some of the fundamentals that should serve as foundation for the electrical system design include; provision for maintenance and emergency switches at all entry points, a grounding system that complies with the local codes if applicable, provision of a signal reference grid to reduce high frequency impedance; the use of high gauge wire for future electrical expansion; the use of PDUs to integrate circuit breakers and equipment connections and the use of power conditioning to integrate with UPS.Consider using electrical cable trays in the raised floor to separate signal cables from electrical cables and to enhance the air floor throughout the raised floor.

Recommendations:

- Assess overall power requirement (use rack unit measure)
- Strive for multiple utility feeds
- Provide for maintenance bypass
- Provision for both single and three phase power
- For grounding and bonding, comply with **TIA-607-B** standard
- Use higher gauge wire for future expansion
- Use PDUs to integrate circuit breakers and equipment connections
- Maintain relative humidity levels to minimize electrostatic discharge

- Be mindful of electromagnetic interference (EMI); conduct studies to determine if shielding or other preventive measures are required.
- Use power conditioning equipment or integrate into UPS system.

3.3.3 Power Supply

Provide at least three lines of defense for backup power and multiple feeds from the public utility;

UPS

- The UPS should be sized to energize all computer equipment, HVAC systems and other electrical devices (such as emergency lighting and security devices) for 100 percent of power demand for no less than 15-20minutes after a power interruption or until backup power kicks in with a capability to provide additional back up time of one hour.
- The UPS should be sized for peak load or fault overload conditions
- As a rule of thumb, size the UPS for 150 percent of operating demand
- The UPS should be continuously online to filter and condition the power.

Backup Generators

- Needed to achieve Tier 3 and Tier 4 fault tolerance
- Required if outages in excess of 20minutes are anticipated
- Consider local code compliance regarding fuel storage and noise reduction
- Consider exhaust and vibration effects
- Plan for maintenance and diesel fuel supply contracts
- Plan for periodic test of the generators to ensure their operational integrity
- Twelve hours of on-site fuel storage for 'N' capacity

3.3.4 Mechanical Systems:

Key design guideline considerations as per ASHRAE Thermal Guidelines

- When designing HVAC system, ensure an ambient temperature of between 18-27 degrees Celsius.
- Relative humidity between 45-60 percent
- Bottom to top airflow
- Opt for distributed systems
- Use cold aisle/hot aisle rack configuration
- Maintain static pressure above 5 percent above data center raised floor area pressure
- Avoid air leaks in raised floor
- Selectively position the perforated tiles in the raised floor to direct chilled air into the rack area appropriately.
- Use spot cooling or special rack enclosures for hot spots in the data center layout
- Maintain vapor barrier in perimeter, doorways and subfloor area.
- Strive for redundancy in the HVAC system by installing multiple units.

3.3.5 Raised Floor Area:

- Best practice recommended height putting into consideration the data center facility floor area.

3.3.6 Fire detection and suppression:

Because of the significant risks of electrical fires in the data center, installing a comprehensive fire detection and suppression system is mission critical for protecting life and property as well as ensuring quick and operational recovery. The proposed solution should include portable fire extinguishers.

Detection:

- Both heat and early smoke detection
- Installed in accordance with the latest NFPA 72 requirement in consideration.
- Installed below raised floor and other areas
- Location specifically designed in relation to air flow patterns

Suppression:

- Follow NFPA 75 standard firewalls
- Sprinkler systems-both flooded and pre-action

Chemical Systems-Clean agents

- FM 200,Inergen,Novec 1230

3.3.7 Gartner's Recommendations:

Detection devices should be installed beneath the raised floor, as well as throughout the data center facility, in accordance with regulation NFPA 72E. Detectors should include both heat- and smoke-sensing devices and be interconnected with the fire suppression system, local alarms, and local or central monitoring stations. The detectors should be positioned in relation to airflow patterns to ensure early detection of an imminent electrical fire.

Fire suppression includes four categories:

- The installation of fire-rated walls in accordance with the NFPA 75 standard
- The installation of a sprinkler system — either a pre-action or flooded system
- The use of a chemical or "clean agent" suppression system as the first line of defense
- Manual systems, including manual pull stations and portable fire extinguishers that are positioned throughout the data center .In terms of the "clean agent" systems, there are several viable alternatives to consider. FM 200 and Inergen systems are the most-widely used.

3.3.8 Data Center Environmental Monitoring:

Design for facility-wide visibility that makes it possible to monitor everything from a single location should be capable of integrating with server management software and applications for a complete picture of the data center environment.

- Rack level monitoring
- Ambient room monitoring
- Water and moisture monitoring
- Utility power monitoring
- Backup power monitoring (standby generator, UPS)

4.0 Density vs. Capacity:

General rules:

- Data center to scale from 50 watts to 100 watts per square foot (that is, in a raised floor area) with increased capacity on a modular basis.
- Consider the impact of new hardware technologies on the infrastructure of data center facility
- Sufficient capacity should be delivered relative to patch panels, conduits and intermediate distribution feeds.
- Special attention should be focused on equipment densities relative to initial and longer-term electrical power capacities.
- Electrical capacity ranging from 30 watts to 70 watts per square foot for computer equipment is typically required.
- Action Item: Focus on density vs. capacity; consider more-liberal spacing between racks to mitigate heat gain by improving airflow.

4.1 Rack Layout:

Servers can be packed into a single-rack enclosure, resulting in power demands of 18 to 20 kilowatts per rack. The primary issue with dense-packing the layout with high-capacity servers is that, although it is efficient from a space standpoint, it creates serious heat problems requiring incremental cooling, as well as significant incremental electrical costs.

Guideline: Distribute high-density racks throughout the layout to mitigate hot spots; use spot cooling as necessary

4.2 Rack Units:

Gartner recommends use of rack unit as the primary planning factor for estimating the space and power requirements of the data center. Each rack configuration should reflect total power, space and floor-loading demands. Strive for an average of 4 kilowatts per rack across the layout.

5.0 Data Center Facilities Management:

5.1 Project Communication:

In all cases, it is a best practice to maintain close ties between the IT and the facilities departments. This will require periodic joint staff meetings, project review meetings and multi-disciplined project teams, particularly for data center relocation or expansion projects. It is particularly important that facilities professionals work closely with IT personnel in reviewing vendor product specifications relating to power requirements, redundancy features, floor loading factors, and issues relating to space and cooling. With the advent of high-density servers, problems with heat and power demand can wreak havoc with facilities power and cooling systems.

5.2 Key professionals staff

Position	Academic Qualification	Professional experience	Person/ Months
Team Leader	Master degree in engineering/related field	10 years of relevant experience at the national or international level in managing ICT/Telecomms projects.	8
Technical Expert	Master degree in engineering preferably majored in IT/ICT/Electrical or Telecommunications Engineering	10 years of relevant experience at the national or international level in designing in designing data center and disaster recovery sites and in performing technical feasibility study for site selection for disaster recovery site.	8
Civil Engineer	Bachelor degree in Civil Engineering	Minimum 5 years of experience in structural designing and seismic engineering and determining the appropriate loading for buildings needed to support unusual loads and survive maximum considered tremors/earthquake.	4
Architect	Bachelor degree in Architecture	Minimum 5 years of experience in architectural designing of large buildings.	4

All the key experts mentioned above must have international experience (at least one country outside his/her country) and hold at least CDCE (EPI/EXIN/BICSI/CNET/DCE) qualifications.

5.3 Non Key staff:
In addition to key professional staff, the following non key staff shall be required to deliver the service in accordance to the TOR. Indicative non-key staff is a guideline to the consultant. However, the consultants are free to make their own estimate to propose non-key staff.

- Environmental Expert
- Security Analyst
- Training Expert

CV's of the proposed key and non-key staff are supposed to be provided.

6.0 Counterpart facilities:

The Bank will provide institutional support and will provide documents, data and information to the consultant as and when it's required. The selected consulting firm is expected to provide other resources required to execute the project (computers, transportation, accommodation and other facilities).

10.0 Duration of work:
The entire consultancy work including building the data center shall be completed within 8 (eight) months from commencement.

SECTION IV - TECHNICAL PROPOSAL

Table of Contents

4.1. TECHNICAL PROPOSAL SUBMISSION FORM

[_______________ *Date*]

To: Director, DEST

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services **for Provision of Feasibility Assessment of the Proposed Modernization of Disaster Recovery Site for Central Bank of Kenya..**
In accordance with your Request for Proposal dated ______________________and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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:]*

4.2. FIRM'S REFERENCES

Relevant Services Carried Out in the Last Three 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; ________________________

(May be amended as necessary)

4.3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CENTRAL BANK OF KENYA.

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.

4.4 DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

4.5 TEAM COMPOSITION AND TASK ASSIGNMENT

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

4.6. 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: _______________________________________

4.7. 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: ___________________________

4.8. 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 V: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

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.
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. Where another currency other than Kenya shillings is used, the applicable rate for conversion will be the **CBK mean rate for the date of tender opening**.
3. The financial proposal should be prepared using the Standard forms provided in this part

SECTION V - FINANCIAL PROPOSAL STANDARD FORMS

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5. 1. FINANCIAL PROPOSAL SUBMISSION FORM

________________ *[Date]*

To: Director,
Department of Procurement & Logistics Services
Central Bank of Kenya
P.O. Box 60000 - 00100
Nairobi, Kenya

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services **for PROVISION OF FEASIBILTY ASSESMENT OF THE PROPOSED MODERNIZATION OF DISATER RECOVERY SITES FOR CENTRAL BANK OF KENYA** in accordance with your Request for Proposal dated ………………….and our Proposal. Our attached Financial Proposal is for the sum of Kenya shillings ____ *[Amount in words and figures]* inclusive of the taxes.

We remain,

Yours sincerely,

________________________________ *[Authorized Signature]*
:
_______________________ *[Name and Title of Signatory]:*

_________________________ *[Name of Firm]*

________________________ *[Address]*

5.2. SUMMARY OF COSTS

Costs	Taxes	Total Amount(s)
Activity No. 1. 2. 3. 4. 5. Etc.		

5.3. BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: ______________________	Description:________________________
Price Component	Amount(s)
Remuneration Reimbursable Miscellaneous Expenses Subtotal	______________________________

5.4. 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				

5.5. 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			
6.	Advertisement	Item			

5.6. 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 VII - STANDARD FORMS

Notes on the standard Forms

7.1. **Form of Tender** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

7.2 **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.

7.3 **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.

7.4 **Tender Security**: The tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3

7.5 **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

7.6 Letter of Notification of Award - This form should not be completed by the tenderer at the time of submitting the tender.

7.7 Form RB 1 - This form should not be completed by the tenderer at the time of submitting the tender.

7.8 Declaration Form - This form must be completed by the tenderer at the time of submitting the tender.

7.1 Form of Tender

To:

Name and address of procuring entity

Date: ___________________

Tender No.

Tender Name

Gentlemen and/or Ladies: -

1. Having examined the Tender documents including Addenda No. (Insert numbers) …….. the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Valuation Services under this tender in conformity with the said Tender document for the sum of ………………………………………………………………………………………………… ………..[Total Tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the Valuation Services in accordance with the conditions of the tender.

3. We agree to abide by this Tender for a period of …………….[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _______________ day of ________________________ 2017

_______________________________ _________________________

[Signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of _______________

7.2 SAMPLE CONTRACT FOR CONSULTING SERVICES -SMALL ASSIGNMENTS -LUMP-SUM PAYMENTS

CONTRACT FORM

This Agreement, [hereinafter called "the Contract") is entered into this _____________[by and between Central Bank of Kenya whose registered office is situated at CBK Head office, Haile Selassie Avenue (hereinafter called "the Client") of the one part AND

____ of [or whose registered office is situated at] _____________________________________ 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_____________ and continuing through to_____________, 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___ _____________. 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 here below. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

4. Project Administration

A. Coordinator.

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

B. Reports.

The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph 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.

FOR THE CLIENT	FOR THE CONSULTANT
Full name; ______________________	Full name;______________________
Title: ______________________	Title: ______________________
Signature; ______________________	Signature;______________________
Date; ______________________	Date;______________________

7.3. CONFIDENTIAL BUSINESS QUESTIONNAIRE

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 Email.............................
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. ……………			

Date…………………………………….Signature of Candidate……………………..

7.4 TENDER SECURITY FORM

Whereas ………………………………………..[name of the tenderer](hereinafter called "the tenderer")has submitted its tender dated………………..[date of submission of tender] for the provision of ………………………………………………..[name and/or description of the services](hereinafter called "the Tenderer")…………………………………………………..

KNOW ALL PEOPLE by these presents that WE………………………………………

Of…………………………………………having registered office at[name of procuring entity](hereinafter called "the Bank")are bound unto………………[name of procuring entity](hereinafter called "the procuring entity") in the sum of ………..for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this___________ day of 20_________.

THE CONDITIONS of this obligation are:
1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

(a) fails or refuses to execute the Contract Form, if required; or
(b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amout claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.
This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date. ____
[signature of the bank] *(Amend accordingly if provided by Insurance Company)*

7.5 PERFORMANCE SECURITY FORM

To: …………………………….
[Name of procuring entity]

WHEREAS ……………………………………………. [*name of tenderer*]
(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. ______ ______ [*reference number of the contract*] dated ______________ 20 _______________ to provide ………………………[*description of services*] (Hereinafter called "the Contract")

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for a sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract

AND WHEREAS we have agreed to give the tenderer a guarantee:

THERFEFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ……………………………
[*amount of the guarantee in words and figures*], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money within the limits of ……………………………………………… [*Amount of guarantee*] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____________ day of _________________ 20 ___

Signature and seal of the Guarantors

____
[Name of bank of financial institution]

____
[Address]

____
[Date]

(Amend accordingly if provided by Insurance Company)

7.6 LETTER OF NOTIFICATION OF AWARD

Central Bank of Kenya
P.O. Box 60000 - 00200
Nairobi, Kenya

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

7.7 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

7.7 DECLARATION FORM

Date ______________

To ________________________________

____

____

The tenderer i.e. (name and address)_____________________________________
____declare the following:

a) Has not been debarred from participating in public procurement.

b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

________ ________________ ______________

Title Signature Date

(To be signed by authorized representative and officially stamped)