REQUEST FOR PROPOSALS (RFP)

TENDER NO: IRA/066/2020-2021

PROVISION OF CONSULTANCY SERVICES TO CONDUCT DIGITAL MAPPING OF INSURANCE INDUSTRY PLAYERS IN KENYA

INSURANCE REGULATORY AUTHORITY (IRA)
ZEP RE PLACE, LONGONOT ROAD, UPPERHILL
P.O. BOX 43505-00100
NAIROBI.

Tel: +254-20-4996000

E-mail: procurement@ira.go.ke **Website:** http://www.ira.go.ke

NOVEMBER, 2020

TABLE OF CONTENTS

SECTION I: LETTER OF INVITATION

3rd November, 2020

TO:

ALL BIDDERS

Dear Sirs,

RE: TENDER NO: IRA/066/2020-2021: REQUEST FOR PROPOSAL FOR PROVISION OF CONSULTANCY SERVICES TO CONDUCT DIGITAL MAPPING OF INSURANCE INDUSTRY PLAYERS IN KENYA

1.1 The Insurance Regulatory Authority (IRA) invites sealed proposals from eligible bidders for Provision of Consultancy Services to Conduct Digital Mapping of Insurance Industry Players in Kenya. The scope of services is detailed in the terms of reference. The tender is eligible to all qualified firms.

1.2 The Request for Proposal (RFP) includes the following documents: -

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

1.3 Prices quoted should be inclusive of all taxes and delivery costs and shall remain valid for a period of **90** days from the closing date of the tender.

1.4 Completed tender documents are to be submitted virtually via the **email address bids@ira.go.ke and copied to fchelimo@ira.go.ke with password protection** and be addressed to:-

Chief Executive Officer,
Insurance Regulatory Authority,
10th Floor Zep Re Place, Longonot Road, Upperhill,
P.O. Box 43505 – 00100 Nairobi, Kenya
Telephone: +254-20-499600
Email: procurement@ira.go.ke; Website: http://www.ira.go.ke

so as to be received on or before **11th November, 2020 at 2:00 p.m.**

1.5 Tenders will be opened on **11th November, 2020 VIRTUALLY via** zoom video conferencing platform. You shall be required to **provide your password for Technical Proposal on 11th November, 2020 before 2:00 p.m.** via the **email address bids@ira.go.ke and copied to fchelimo@ira.go.ke**

1.6 IRA is a corruption free organization. Any corruption attempt, pressure or influence should be reported to the C.E.O on the address provided in clause 1.4 above or e-mail ethics@ira.go.ke

1.7 Upon receipt, please inform us:

(a) that you have received the letter of invitation;

(b) whether or not you will submit a proposal for the assignment,

Yours sincerely,

FELIX K. CHELIMO
MANAGER, PROCUREMENT
FOR: INSURANCE REGULATORY AUTHORITY

CHECK LIST

Bidders are required to comply with the following check list while preparing their tenders: -

No.	Requirement	✓	x
a)	Certificate of Registration/Incorporation		
b)	Valid Tax Compliance Certificate from Kenya Revenue Authority (KRA). The certificate should be valid as at the day of tender submission.		
c)	Dully filled Confidential Business Questionnaire Form (**MUST be filled and signed by authorized signatory**)		
d)	Attach certified copies if Identification Documents (ID's or valid passports) of the owners/Directors of the firms and certified copy of the latest CR12 issued by the Registrar of companies. In case of Partnerships, provide name of partners.		
e)	Attach copy of Valid Single Business Permit from County Government.		
f)	Self-Declaration that the tenderer will not engage in any corrupt or fraudulent practice signed by the Chief Executive Officer/Managing Director and filled in the format required.		
g)	All pages of the Tender document should be serialized or serially numbered in the format required.		
h)	Provide copies of audited accounts for the last two (2) years 2018 and 2019 where applicable.		
	Complied/Non-Complied		

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 liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix "ITC" to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

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

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

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

2.1.7 The price to be changed for the tender document shall not exceed Kshs.1,000/=

2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

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

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

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language.

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

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

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

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

(iii) It is desirable that the 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 90 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no inter lineation 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 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 An Evaluation Committee appointed by the Client shall evaluate the winning proposal that shall have passed the technical and financial evaluation.

		Points
(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 Program me (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 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 un priced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

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

2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-Sf = 100 X $^{FM}/_{F}$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical *(St)* and financial *(Sf)* scores using the weights *(T*=the weight given to the Technical Proposal: *P*= the weight given to the Financial Proposal; $T + p = 1$) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:- $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

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

2.8.7 For this consultancy assignment, price variations shall not be allowed.

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 should there be any will be held at the clients offices. 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, quoted prices 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

2.11.1Information 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

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.

Clause Reference

2.1 The name of the Client is: **Insurance Regulatory Authority (IRA). The tender is eligible to all qualified firms.**

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

2.1.2 Technical and Financial Proposals are requested: **Yes (submitted virtually via the email address bids@ira.go.ke and copied to fchelimo@ira.go.ke with password protection).**

The name of the assignment: Provision of Consultancy Services to Conduct Digital Mapping of Insurance Industry Players in Kenya

The objectives of the assignment: **As per Terms of Reference in Section V of Request for Proposal document.**

2.1.3 A pre-proposal conference will be held: **Yes. Pre-proposal meeting to be held virtually via Zoom Video Conferencing platform on 6th November, 2020 at 2:00 p.m. The login credentials will be posted on the IRA website.**

The name(s), address (es) and telephone numbers of the Client's official(s) are:

Mr. Robert Kuloba **Chief Manager, Policy, Research & Development**	**Mr. Felix Chelimo** **Manager, Procurement**

Insurance Regulatory Authority,
10th Floor, Zep-Re Place, Longonot Road, Upperhill,
P.O. Box 43505-00100,
NAIROBI.
Telephone: +254-20-49960200
E-mail: procurement@ira.go.ke

2.1.4 The Client will provide the following inputs:

The client shall provide relevant documentation, provide letters of introduction to and provide conference facilities for strategy meetings. Further, the client will set up a team to be charged with reviewing the TORs, reviewing and commenting on the inception report, reviewing and commenting upon the evaluation deliverables (draft report, case studies,) being available for interviews with the evaluation team. However, the client

shall not provide administrative support services like transport, computers, printers, materials etc.

2.3.3 The estimated number of professional staff months required for the assignment is:-

(i) **Three (3) months**

(ii) The minimum required experience of proposed professional staff is:-

Staffing

Suggested staffing for the consultancy should include some or all of the following positions.

a) Team leader: Serves as the primary liaison with the IRA project manager and manages all activities under this consultancy. Provides overall technical direction and work flows. Assumes lead responsibility for developing the workplan and proposal and necessary staff recruitment and training. Coordinates and stays abreast of all day-today project activities and resolves problems that arise. Responsible for ensuring the quality of deliverables and submitting them on schedule and within budget. Works with IRA to analyze and interpret the collected data and to draft the survey report. The proposed candidate will have a Masters level or higher university degree in social sciences or a related field with at least 10 years' experience leading similar survey evaluations.

b) Deputy Team Leader*:* Develops data collection plans and schedules, working with the team leader and the IRA team. Assumes lead responsibility for survey scheduling and logistics, plays a lead role in data collection training and pilot testing. Works in the field during data collection to provide overall management of data collection teams to ensure survey operations follow protocols and stay on schedule. Troubleshoots and resolves emerging issues in consultation with the team leader and IRA team. The proposed candidate will have a university degree in social sciences or a related field, experience managing similar field teams for evaluation surveys.

c) Data collectors*:* Collect data for the survey working with other members of their team and under the direction of the team leads. Participate in the data collection training and pilot testing. Proposed data collectors will have prior experience in collecting survey data and will have completed university

d) Data manager: Responsible for the management of data from the point of field collection to the creation of analysis files. Manages electronic data entry (if needed). Oversees the data cleaning process and ensures that the survey files are prepared and cleaned according to the SOPs and that the data editing process is thoroughly documented. Prepares the final analysis file and its documentation. The proposed candidate will have a university degree and prior experience as a data manager for a large survey.

2.3.4 (i) Training is a specific component of this assignment:

No.

(ii) Additional information in the Technical Proposal includes:

N/A

2.4.2 Taxes*:* **All taxes are applicable.**

2.4.6 The Proposal must remain valid for 90 days after the submission date.

2.5.2 Consultants must submit Completed Technical and Financial Proposals virtually via the **email address bids@ira.go.ke and copied to fchelimo@ira.go.ke with password protection** and be addressed to:-

Chief Executive Officer,
Insurance Regulatory Authority,
10th Floor Zep Re Place, Longonot Road, Upperhill,
P.O. Box 43505 – 00100 Nairobi, Kenya
Telephone: +254-20-499600
Email: procurement@ira.go.ke; Website: http://www.ira.go.ke

so as to be received on or before **11th November, 2020 at 2:00 p.m.**

2.5.3 The proposal submission address is:-

Email address bids@ira.go.ke and copied to fchelimo@ira.go.ke with password protection.

Information on the submission should include:-

Tender No. IRA/066/2020-2021- Provision of Consultancy Services to Conduct Digital Mapping of Insurance Industry Players in Kenya

2.5.4 Proposals must be submitted no later than the following date and time: **11th November, 2020 at 2:00 p.m.** virtually via zoom video conferencing platform.

2.6.1 The address to send information to the Client is:

Insurance Regulatory Authority,
10th Floor, Zep Re Place, Longonot Road, Upperhill,
P.O. Box 43505-00100,
NAIROBI.

Telephone: +254-20-499600,
E-mail: procurement@ira.go.ke

a) Preliminary Evaluation

The following are Mandatory Requirements which bidders must comply with: -

(a) Certificate of Registration/Incorporation
(b) Valid Tax Compliance Certificate from Kenya Revenue Authority (KRA). The certificate should be valid as at the day of tender submission.
(c) Dully filled Confidential Business Questionnaire Form (**MUST be filled and signed by authorized signatory**)
(d) Attach certified copies if Identification Documents (ID's or valid passports) of the owners/Directors of the firms and certified copy of the latest CR12 issued by the Registrar of companies. In case of Partnerships, provide name of partners.
(e) Attach copy of Valid Single Business Permit from County Government.
(f) Self-Declaration that the tenderer will not engage in any corrupt or fraudulent practice signed by the Chief Executive Officer/Managing Director and filled in the format required.
(g) All pages of the Tender document should be serialized or serially numbered in the format required.
(h) Provide copies of audited accounts for the last two (2) years 2018 and 2019 where applicable.

(b) Technical Evaluation

This will be based on the technical proposal submitted in accordance to the forms provided and the following criteria shall be used: -

No.	**TECHNICAL EVALUATION**	**Score**
1.	**Understanding the assignment**	**10**
a)	Adequacy of the proposed methodology (Survey design, target population, sampling, sample size and justification for methodology adopted – 10 marks	
2.	**Firm's Technical Experience/Capacity**	**40**

	i) Evidence of recent and successful projects in Geo-information related activities-5 marks	
	ii) Experience in utility mapping more specifically on facilities' location mapping-10marks	
	iii) Experience in the development of Spatial Database Management Systems-10marks	
	iv) Experience in the development of web portals and interactive web maps-10 marks	
	v) Good experience and capacity of training and knowledge transfer on the subject matter-5 marks	
	Qualification of the Consultancy Team	**30**
	a. **Team Leader**	
	i) At least a Master's degree or higher in Geographical Information Systems, Geomatics Engineering or any other equivalent and related discipline with technical specialization in Geo-spatial technology, cartography, data management, Geographic Information Systems (GIS)-7 marks	
	ii) At least Five (5) years relevant work experience in development in GIS with proven ability to design and manage projects effectively-5 marks	
	iii) Experience in managing data collection, entry and maintenance-3 marks	
	Other proposed Team Members for the consultancy	
	Master's Degree in Data science, statistics, database management or in a discipline relevant to GIS or web platform for geospatial data-7 Marks	
	At least 5 years of relevant work experience in GIS, web platform for geospatial data or geoinformatics-8 Marks	
	Subtotal	**80**

Total Technical Score: 80 Marks.
Weightage: The total technical score will carry 80% of overall evaluation score (combined Technical and Financial score).

The minimum technical score required to pass: **80%**.
The weights given to the Technical and Financial Proposals are:

T= 0.80
P= 0.20

a) Financial Evaluation

Each of the financial submissions will be divided by the lowest financial quote to determine the financial score of each bidder.

Weightage: This section will carry a total of 20 % of the overall evaluation score.

The formula for determining the financial scores is the following:

Sf = 100 x F_m/F, in which S_f is the financial score, F_m is the lowest price and **F** is the price of the proposal under consideration.

The single currency for price conversions is: Kenya Shillings

The source of official selling rates is: Central Bank of Kenya. The date of exchange rates is: the last date on which the proposal will be submitted.

b) Combined Technical and Financial Scores

The following formula shall be used: T.S (80%) + F.S (20 %) = T.T.L (100 %)

T.S = Technical Score (as evaluated above)
F.S = Financial Score (as evaluated above)
T.T.L = Total Score

The Tenders will be opened virtually via Zoom platform as follows:

a) Participating bidders must download zoom application in their computers, laptops, tablets or any other mobile device they will be using;
b) The company representative participating virtually in the bid opening proceedings must be the authorized person to represent the company in tender opening;
c) Opening shall commence immediately after **11th November, 2020 at 2:00 p.m.** and the bidders' representatives shall be free to follow the proceedings via zoom.
d) In the event that the zipped file is too large, you can use the option of https://wetransfer.com then forward it to the same email recipient.

2.8.1 The invitation for opening of Financial proposal will be sent via email and the notice period will be within a period of 4 hours. Successful bidders are required to send passwords of their financial proposal for opening.

2.10.2 The assignment is expected to commence on **November, 2020.**

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 consultant's 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 *(in Company letterhead)*

[_______________ *Date*]

The Chief Executive Officer
Insurance Regulatory Authority
10^{th}Floor, Zep Re Place, Longonot Road, Upperhill,
P.O. Box 43505-00100
Nairobi, Kenya.

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">Client Address (Postal & Telephone):</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, Principal Analyst) 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>

(Authorized representative)

Signature: ________________________

Full Name: ________________________

Title: ____________________________ Date_________________________

Note: Actual signed letters (scanned and appended or otherwise) of recommendations from the various clients for similar projects completed successfully should also be provided. Letters of offer for the various projects shall not suffice.

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

ON THE TERMS OF REFERENCE:

1.

2.

3.

4.

5.

ON THE DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT:

1.

2.

3.

4.

5.

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

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Core Technical/Research 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/ Company 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 authorized representative of the firm*]

Full name of staff member: ____

Full name of authorized representative: __________________________________

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	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	
2. Interim Progress Reports	
3. Draft Report	
4. Final Report	

9. 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 applies to your type of business.

Part 1 - General:

Business Name …………………………………………………………………………………
(*Attach Copy of Registration Certificate/ Certificate Incorporation)*

Location of Business Premises …………………………………………………………………

Plot No. …………………………………………… Street/Road ……………………….

Postal Address………………………………….Tel. No. (Landline)……………………….

Mobile Phone(s):…………………………

Website:………………………………….. E-mail:………………………………

Nature of Business ……………………………………………………………………….

Current Trade License (Single Business Permit from a County Government)

No. ……………………………………………   Expiring Date ……………………….
(Attach Copy of Valid Trade license)

V.A.T No………………………………………..
(Attach Copy of V.A.T Certificate)

Tax Compliance Certificate No…………………..   Expiring Date…………………
(Attach Copy of Valid Tax Compliance from Kenya Revenue Authority)

Maximum value of business which you can handle at any one time: K£……………………………………

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

Give details of partners as follows:

	Name	Nationality	Citizenship Details	Shares
1.				
2.				

Part 2 (c) Registered Company:

Private or Public ……………………………………………………………………

State the nominal and issued capital of the company:-

Nominal K£ …………………………………………………………

Issued K£ ……………………………………………………………

Give details of all Directors as follows:-

	Name	Nationality	Citizenship Details	Shares
1.				
2.				
3.				
4.				
5.				

I certify that the above information is correct.

Authorized Signature……………………… Date: ………………………

Affix Rubber Stamp

SECTION IV: 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 e.t.c as may be applicable. The costs should be broken done 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.
3. The financial proposal should be prepared using the Standard forms provided in this part

FINANCIAL PROPOSAL STANDARD FORMS

TABLE OF CONTENTS

1. FINANCIAL PROPOSAL SUBMISSION FORM (in Company letterhead)

_______________*[Date]*

The Chief Executive Officer
Insurance Regulatory Authority
10th Floor, Zep Re Place, Longonot Road, Upperhill,
P.O. Box 43505-00100
Nairobi, Kenya.

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 Reimbursable 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

Contents

TERMS OF REFERENCE FOR PROVISION OF CONSULTANCY SERVICES TO CONDUCT DIGITAL MAPPING OF INSURANCE INDUSTRY PLAYERS IN KENYA

3. Introduction

The Insurance Regulatory Authority is a state corporation established under the Insurance Act (Amendment) 2006, CAP 487, the Laws of Kenya. The Authority's mandate is to regulate, supervise and promote the development of the Insurance Industry in Kenya. In furthering the supervisory and developmental agenda, IRA has continuously sought and provided key information to stakeholders regarding the insurance industry. On the same note, IRA is endeavoring to obtain and document information about the geographical locations of various regulated entities namely: insurance and reinsurance companies, insurance brokers, medical insurance providers, insurance agencies and bancassurance agents, insurance surveyors, insurance loss adjusters, insurance investigators and claims settling agents. This information will be obtained through the use of Geographical Information Systems (GIS). GIS takes an information management approach to data. It provides the means to incorporate, visualize and understand the relationships (or lack thereof) between different types of data to create new information. The system will enable capturing, storing, checking and displaying of location data for the Authority's regulated entities in one map.

Previously IRA conducted a digital mapping survey that only targeted to obtain geographical location of insurers and insurance brokers and other related relevant information. From the exercise it was clear that, there is uneven distribution of insurance providers with rural areas being underserved by insurance providers compared to urban areas. Has the situation changed? In addition, more insurance players have been incorporated since the survey was undertaken and hence there is need to incorporate the new changes in the map.

The aim of the survey is to enhance regulation and supervision and ultimately improve service delivery, mobilization, utilization and management of resources in the insurance industry. IRA therefore wishes to engage a Consultant (firm) to undertake the development of a spatial database management system and an interactive web map for insurance institutions (insurance and reinsurance companies, insurance brokers, medical insurance providers, insurance agencies and bancassurance agents, insurance surveyors, insurance loss adjusters, insurance investigators and claims settling agents) in Kenya

4. Objectives of the Assignment

a. Overall Objective

As people seek to access modern insurance services, one of the greatest barriers to doing so is the lack of physical infrastructure linking them to digital platforms. The build-out of insurance branches, agents, and other insurance facilities is a critical first step in giving people a bridge to the digital domain. Solving the access barrier is a key priority before the adoption and the usage of insurance services can occur to impact people's lives.

The overall objective of this consultancy therefore, is to have a dynamic mapping and official, reliable, standardized, and up-to-date statistics on the geographic distribution and availability of basic insurance services throughout Kenya. This will allow the various users to easily search, share, disseminate, and update indicators and maps on the distribution and availability of basic insurance services.

b. **Specific Objectives**

The specific objectives of this consultancy are;

1. To map the geographical locations (spatial) of all insurance facilities, i.e., Insurance companies (57), Reinsurance companies (5), Insurance brokers (220), Reinsurance brokers (17), Medical insurance providers (35), Motor assessors (138), Insurance investigators (144), Insurance surveyors (33), Loss adjustors (31), Insurance agents (10471) and Banca assurance agents (26); using Geographical Positioning System (GPS) technology or any other acceptable tools for location mapping
2. To map important attributive information (non-spatial) of all the aforementioned insurance facilities to include but not limited to; Type of regulated entity, Registration status, Date of registration, licensing status, Validity period of licensing, Number of registered agents, Type of policies offered and prevailing Consumer uptake
3. To develop a spatial database management system for insurance facilities and services in Kenya. The database will have several capabilities (query, update, mapping, viewing and data retrieval) where several users will be able to access the database through a web data access and search portal.
4. To develop an interactive web map for insurance facilities and services in Kenya in the form of an online platform to access and search data on insurance facilities in Kenya
5. To build capacity within the IRA technical staff on the use and management of the developed spatial based tools

5. Scope of Services

The assignment involves developing a National spatial database for insurance facilities in Kenya. Further to this, the assignment also seeks to develop a web portal to offer a single window to a wide range of insurance facilities and related institutions through the establishment of an online platform to access and search data on insurance institutions and services where data will be accessible in the form of statistics, interactive maps, graphs/charts, or print-size maps that can be read by any Geographic Information System (GIS) repository.

Once tools are developed, they will be transferred to the designated users and the consultant will facilitate a training session that focuses on managing these tools

The consultant is therefore expected to focus on a range of tasks which involves, but is not limited to;

i. Analysis of existing data

The Consultant will fully diagnose the status and availability of geospatial data on insurance institutions. This will specifically involve inventorying existing data with the IRA, using these geospatial data, and ensuring their quality and availability. In this analysis, the Consultant will identify the necessary data and propose a concrete methodology for acquiring or collecting any missing data or relevant attributive information.

ii. Integration of additional data

Following the identification of the missing data needed for the system, the consultant will collect the geographical data (spatial) as well as missing attributes (non-spatial) for earmarked insurance facilities using applicable methods. The attributes must highlight the following information; Type of regulated entity, Registration status, Date of registration, licensing status, Validity period of licensing, Number of registered agents, Type of policies offered and prevailing Consumer uptake. These data will be integrated with the already available data.

iii. Structuring of the spatial database management system

The Consultant will structure the database using Geographic Information System (GIS) software. Among other things, the Consultant will create a geodatabase and topology for the various layers of information. The database will have several capabilities (query, update, mapping, viewing and data retrieval) where several users will be able to access the database through a web data access and search portal.

iv. Deployment of the database to the servers

The Consultant will deploy the database to appropriate servers provided by the IRA and test its capabilities (queries, spatial relationships, spatial joins, spatial indexing). The Consultant will also ensure the capabilities of computer protocols (WFS and WMS).

v. Web portal design and Development

The Consultant will design the Web portal in terms of objectives, target clientele, content, and technical components. The web map will show the supply-side data of insurance service providers and will present a geospatially accurate, visual representation of the landscape of insurance access points in Kenya.

vi. Tool transfer and institutional capacity building within the IRA

The Consultant will transfer the geospatial database and the data access and search portal to the users designated by the IRA together with all documentation available for their use and management. The Consultant will further train the designated users on how to use and manage the geospatial database properly and to seamlessly undertake data collection and database system updating of new insurance facilities. The Consultant must strongly emphasize best practices in i) creating, updating, disseminating, and managing geospatial data from map and data servers; ii) deploying spatial data online, managing interfaces, and updating and administering the portal.

6. Expected deliverables

i. A spatial database management system for all insurance facilities in Kenya (supply side) and deployed to the appropriate servers with the following basic capabilities; data search, data query, data update, map production, and data retrieval
ii. An interactive web map and portal for all insurance facilities in Kenya with the following basic capabilities; portal access, data/query search, data display (map window), spatial tool use and data retrieval
iii. Built capacity within the IRA and other relevant users, to manage, administer and use the developed spatial based tools

7. Requirements

a. **Firm's Technical Experience/Capacity**

vi) Evidence of recent and successful projects in Geo-information related activities
vii) Experience in utility mapping more specifically on facilities' location mapping
viii) Experience in the development of Spatial Database Management Systems
ix) Experience in the development of web portals and interactive web maps.
x) Good experience and capacity of training and knowledge transfer on the subject matter.

b. **Minimum Requirements for the Consultancy Team**

a) Team leader

(i) A Master's degree or higher in Geographical Information Systems, Geomatics Engineering or any other equivalent and related discipline with technical specialization in Geo-spatial technology, cartography, data management, Geographic Information Systems (GIS) from a recognized University.
(ii) At least Five (5) years relevant work experience in development in GIS with proven ability to design and manage projects effectively
(iii) Strong practical experience in using Geographic Information Systems (GIS) is essential.
(iv) Knowledge of technical aspects of geographical data management and utilization; familiarity with coordinate geometry, data conversion and validation, spatial analysis and visualization.
(v) Familiarity with the financial sector with emphasis on the insurance industry
(vi) Experience in managing data collection, entry and maintenance.
(vii) Strong analytical skills, initiative, and demonstrated problem – solving skills.
(viii) Experienced in team leadership and coordination.

b) Web Mapping Services Specialist

i. Master's Degree in a discipline relevant to GIS or web platform for geospatial data
ii. At least 4 years of relevant work experience in GIS, web platform for geospatial data or geoinformatics
iii. Demonstrated experience in the development of interactive web maps

c) Database management Specialist

i. Master's Degree level in Data science, statistics, or database management
ii. At least 3 years work experience in spatial database management

d) Other Required Skills

i. Training and Capacity Development
ii. Statistical Analysis

8. Roles and Responsibilities

IRA will be responsible for:

- Availing relevant documents;
- Facilitating access to respondents;
- Periodic review of work in progress and provision of feedback;
- Dissemination and utilization of the results of the digital mapping study; and
- Implementation of quality checks and controls designed in collaboration with the consultant to ensure the quality of the information being collected for the digital mapping exercise.

The consultant will be responsible for:

- Designing the digital mapping methodology;
- Developing a detailed work plan for the digital mapping exercise;
- Do digital mapping;
  - ✓ Identifying data sources;
  - ✓ Designing the data collection instruments to capture all the variables of interest for the digital map and insights on the distribution of regulated entities;
  - ✓ Working collaboratively with IRA Team to manage the digital mapping exercise; and
  - ✓ Implementing quality checks and controls designed in collaboration with IRA to ensure the quality of the information being collected for the digital mapping.
- Developing an outline of the of the digital mapping report for review by IRA;
- Conducting spatial data analysis and writing draft and final reports from the data collected; and
- Ensuring data confidentiality.

9. Deliverables

- An inception report that clarifies the consultant's understanding of the TOR and demonstrating how the digital mapping objectives will be met including the proposed methods, sources of data, data collection tools, work plan for the digital mapping, and validation of the findings;
- Draft report of the findings and digital map
- Presentation of findings of digital mapping exercise and digital map to the IRA Board Members, Management and Staff;
- A summarized PowerPoint presentation of the findings;

- Final report and an interactive digital map interlinked to IRA website with functionalities to enable updating of information as may be necessary.

10. Application Procedure

Interested applicants who meet requirements as specified in this TOR are invited to complete and submit the following:

i. A technical proposal answering to the TOR;
ii. Financial proposal;
iii. A brief description of the consultancy service provider outlining recent experience in similar assignments (three assignments over the past four years);
iv. At least three references of similar assignments;
v. At least 2 samples of work similar to this assignment;
vi. An up-to-date CV/s.

11. Training (Where Appropriate)

N/A

12. Timelines

The consultant will be required to complete the work in three months.

13. Terms of Payment

i. Twenty (20) percent of the Contract Price shall be paid upon submission of an acceptable inception report.
ii. Forty (40) percent of the lump-sum amount shall be paid upon submission of draft report.
iii. Forty (40) percent of the lump-sum amount shall be paid upon submission acceptable final report and an interactive digital map that is interlinked to the IRA website.

SECTION VI - STANDARD FORMS OF CONTRACT

TABLE OF CONTENTS

SAMPLE CONTRACT FOR CONSULTING SERVICES

SMALL ASSIGNMENTS
LUMP-SUM PAYMENTS

CONTRACT

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

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

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

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

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

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

2. Term

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

3. Payment

A. <u>Ceiling</u>

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. <u>Schedule of Payments</u>

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. <u>Payment Conditions</u>

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

B. Reports.

The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

5. Project 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:__________________________________

List of Appendices (Forming Part of the Contract)

Appendix A: -Terms of Reference and Scope of Services

Appendix B: -Consultant’s Personnel

Appendix C: -Consultant’s Reporting Obligations

Appendix D: -Tender Security

ANNEXES

ANNEX 1: 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

ANNEX 2: 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 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