

**REPUBLIC OF KENYA**



*Enhancing Accountability*

**REQUEST FOR PROPOSAL IN PROVISION OF INFORMATION  
SECURITY CONSULTANCY  
(Security Awareness, Backup and Disaster Recovery and  
Penetration Testing)**

**TENDER No: OAG/RFP/001/2018-2019**

**MARCH, 2019**

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**SECTION I - LETTER OF INVITATION**

**TO:**

**Date: 12<sup>TH</sup> March, 2019**

Dear Sir/Madam,

**RE: REQUEST FOR PROPOSAL IN PROVISION OF INFORMATION SECURITY CONSULTANCY (Security Awareness, Backup and Disaster Recovery and Penetration Testing) FOR THE OFFICE OF THE AUDITOR-GENERAL**

- 1.1 The **Office of the Auditor-General of Kenya** invites proposals for the above consultancy services. The main objective of this consultancy is to help the OAG conduct Security Awareness, Backup and Disaster Recovery and Penetration Testing.
- 1.2 Details of the requirement are contained in the Terms of Reference.
- 1.3 The request for proposals (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
- 1.4 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

**DAG-CS,  
FOR: THE AUDITOR-GENERAL.**

## **SECTION II – INFORMATION TO CONSULTANTS (ITC)**

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## SECTION II: - INFORMATION TO CONSULTANTS (ITC)

### 2.1 Introduction

- 2.1.1 The Client named in the Appendix to “ITC” will select a firm among those 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 firsthand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. **Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference.** Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall not exceed Kshs. **5,000/=**
- 2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

## **2.2 Clarification and Amendment of RFP Documents**

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

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

## **2.3 Preparation of Technical Proposal**

**2.3.1** The Consultants proposal shall be written in English language

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

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

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.

- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

**2.3.4** The Technical Proposal shall provide the following information using the attached Standard Forms;

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

**2.3.5** The Technical Proposal shall not include any financial information.

## **2.4 Preparation of Financial Proposal**

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per

diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix “A” specifies otherwise.

2.4.3 Consultants shall express the price of their services in Kenya Shillings.

2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal Submission Form.

2.4.5 The Proposal must remain valid for **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 Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

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

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

2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked **“ORIGINAL”** or **“COPY”** as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

**2.5.3** The original and 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 deposited in the **Tender Box on 8th Floor, Anniversary Towers, University Way, Nairobi on or before 26th March, 2019 at 11.00AM**. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

## 2.6 **Proposal Evaluation General**

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix "ITC". Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.

2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

## 2.7 **Evaluation of Technical Proposal**

2.7.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows

	<b>Points</b>
(i) Specific experience of the consultant related to the assignment	(1-10)
(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 (Training)	<u>(0-10)</u>
<b>Total Points</b>	<b><u>100</u></b>

Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix "ITC".

## 2.8 Public Opening and Evaluation of Financial Proposal

- 2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.
- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. Whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formula is indicated in the Appendix "ITC", be as follows: -  
$$Sf = 100 \times \frac{FM}{F}$$
 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 21 days from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## **2.9 Negotiations**

- 2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.
- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.
- 2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

## **2.10 Award of Contract**

- 2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.
- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".
- 2.10.3 The parties to the contract shall have it signed after 14 days from the date of notification of contract award unless there is an administrative review request.
- 2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.10.6 To qualify for contract awards, the tenderer shall have the following:
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
  - (b) Legal capacity to enter into a contract for procurement
  - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
  - (d) Shall not be debarred from participating in public procurement.

## **2.11 Confidentiality**

- 2.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

## **2.12 Corrupt or fraudulent practices**

- 2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## **APPENDIX “A” INFORMATION TO CONSULTANTS**

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

### **Clause Reference**

- 2.1 The name of the Client is: **Office of the Auditor -General**  
2.1.1 The method of selection is: **Quality Cost Based Selection (QCBS)**  
2.1.2 Technical and Financial Proposals are requested: **Yes**

**The name: OAG/RFP/001/2018-2019 PROVISION OF INFORMATION SECURITY CONSULTANCY (Security Awareness, Backup and Disaster Recovery and Penetration Testing)**

### **Main Objective**

The objective of this consultancy is to equip the auditors of OAG with required skills that are needed in order to successfully audit under IFMIS platform.

### **Specific Objectives**

1. Vulnerability assessment, application and penetration testing;
  2. Information security awareness training for 1300 staff & cybersecurity team capacity development;
  3. Development of backup and disaster recovery plan;
- 2.1.3 A pre - proposal conference will be held: **No**.

The name(s): **Mr Justus Ongera**

address(es) Office **of the Auditor-General**  
**P.O. Box 30084-00100**  
**NAIROBI, KENYA**

2.1.4 The Client will provide the following inputs:

- i) Nominate staff for the training/workshops as per the consultant’s request
- ii) Organize workshops for the activities as necessary but **costs of the entire Workshop (including venues and meals)** shall be met by the consultant
- iii) Pay consultancy fees upon completion of the assignment or as may be agreed between the parties.

2.1.5 (ii) The estimated number of professional staff days required for the assignment is; **120 Calendar Days.**

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

**Team leader and Instructors:** *Please check requirement in the Terms of Reference.*

2.1.7 RFP documents will be issued to invited bidders free of charge.

2.4.2 Taxes: **Prices quoted must be inclusive of all the applicable taxes.**

2.5.2 Consultants **must submit** an original and **one (1)** additional **copy** of each proposal (**Technical and Financial**).

2.5.4 The proposal submission address is:

**Office of the Auditor-General  
P.O. Box 30084-00100  
NAIROBI, KENYA**

Information on the outer envelope should also include:  
**Consultancy Name & Reference No.**

2.5.3 Proposals must be submitted not later than the following date and time:

**Date: 26<sup>th</sup> March, 2019**

**Time: 11.00AM**

**2.5.4** Information on the outer envelope should also include: **The RFP No** and Words Do Not Open Before **“DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE”**.

2.6.1 The address to send information to the Client is:

Email: [Procurement@oagkenya.go.ke](mailto:Procurement@oagkenya.go.ke) : or

**Office of the Auditor-General,**

**P.O Box 30084 – 00100,**

**NAIROBI.**

**Tel:+254-20-3342330**

Website: [www.oagkenya.go.ke](http://www.oagkenya.go.ke).

2.7.1 The minimum technical score required to pass is: **70 points**

## TECHNICAL EVALUATION CRITERIA

	<b>Criteria</b>	<b>Attribute</b>	<b>Max Score %</b>
1	<p><b>Experience of the FIRM</b>  Evidence of experience in similar assignments.  (at least 3 corporate clients in the past 10 years)  Each corporate client 5 marks</p>	<p><b>(Attach evidence in form of Contracts, LPOs or LSOs)</b></p>	15
2	<p><b>Methodology &amp; Approach</b></p>	<p>Clarity, comprehensiveness, relevance and timelines</p>	5
2	<p><b>Qualifications as per the TOR of:</b></p> <ul style="list-style-type: none"> <li>i. Lead Consultant ..... 10 points</li> <li>ii. ICT Consultant (Penetration testing Engineer) ..... 10 points</li> <li>iii. ICT security awareness Trainer ..... 10 points</li> <li>iv. ICT project Manager ..... 10 points</li> </ul> <p><b>(Attach evidence)</b></p>	<p>Provide CERTIFIED COPIES ACADEMIC AND PROFESSIONAL CERTIFICATES</p>	40
3	<p><b>Experience and competence of the following as per the TOR:</b></p> <ul style="list-style-type: none"> <li>i. Lead Consultant ..... 10 points</li> <li>ii. ICT Consultant (Penetration testing Engineer) ..... 10 points</li> <li>iii. ICT security awareness Trainer ..... 10 points</li> </ul>	<p>COPIES OF CERTIFICATES, REFERENCE LETTERS, APPOINTMENT LETTERS AND OR CONTRACTS MUST BE ATTACHED TO SUPPORT THE ABOVE LISTED VARIABLES</p>	40

	iv. ICT project Manager ..... 10 points		
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2.8.5 Alternative formulae for determining the financial score: N/A

The weights given to the Technical and Financial Proposals are:

T= \_\_\_\_\_ **(0.80)**

P= \_\_\_\_\_ **(0.20)**

2.9.2 The assignment is expected to commence immediately after successful contract signing and end as agreed between the parties to the contract.

## **SECTION III: - TECHNICAL PROPOSAL**

### **Notes on the preparation of the Technical Proposals**

- 3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.
- 3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

**SECTION III - TECHNICAL PROPOSAL**

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**1. TECHNICAL PROPOSAL SUBMISSION FORM**

[\_\_\_\_\_ Date]

To: \_\_\_\_\_ [*Name and address of Client*]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for \_\_\_\_\_  
\_\_\_\_\_ [*Title of consulting services*] in accordance with your  
Request for Proposal dated \_\_\_\_\_ [*Date*] and our Proposal. We are  
hereby submitting our Proposal, which includes this Technical Proposal, [and a  
Financial Proposal sealed under a separate envelope-].

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.

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):
Name of Associated Consultants. If any:	Approx. Value of Services (Kshs)
	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; \_\_\_\_\_

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

---

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

## **14. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

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## 5. TEAM COMPOSITION AND TASK ASSIGNMENTS

### 1. Technical/Managerial Staff (Team Leader)

Name	Position	Task

### 2. Support Staff (Instructor)

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].*

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### **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 authorized representative of the firm]*

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

**7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

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

Reports Due: \_\_\_\_\_

Activities Duration: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Authorized representative)

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

## 8. ACTIVITY (WORK) SCHEDULE

### (a). Field Investigation and Study Items

*[1<sup>st</sup>, 2<sup>nd</sup>, etc., are months from the start of assignment)*

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

### (b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
4. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

## **SECTION IV: - FINANCIAL PROPOSAL**

### Notes on preparation of Financial Proposal

- 4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc. as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.
- 4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part

**SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS**

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2. Summary of costs	
3. Breakdown of price/per activity	
4. Breakdown of remuneration per activity	
5. Re-imbursables per activity	
6. Miscellaneous expenses	

# 1. FINANCIAL PROPOSAL SUBMISSION FORM

\_\_\_\_\_ [ Date]

To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*[Name and address of Client]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (\_\_\_\_\_) *[Title of consulting services]* in accordance with your Request for Proposal dated (\_\_\_\_\_) *[Date]* and our Proposal. Our attached Financial Proposal is for the sum of (\_\_\_\_\_) *[Amount in words and figures]* inclusive of the taxes.

We remain,

Yours sincerely,

\_\_\_\_\_ *[Authorized Signature]*

:

\_\_\_\_\_ *[Name and Title of Signatory]:*

\_\_\_\_\_ *[Name of Firm]*

\_\_\_\_\_ *[Address]*

## 2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		<hr/>

**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**

### **TERMS OF REFERENCE FOR INFORMATION SECURITY CONSULTANCY**

#### **(Security Awareness, Backup and Disaster Recovery and Penetration Testing)**

#### **1.0 BACKGROUND**

1.1 The Office of the Auditor-General OAG is undertaking a cybersecurity transformation endeavour in support of the digital transformation journey. As part of this, the Office desires to improve its cybersecurity posture by understanding cybersecurity-related risks that might impact its operations and improve the ability to detect and respond to cyber related events.

1.2 The Office has local area networks (LANs) at the Head Office and nine Branches countrywide. The LANs are interconnected into a wide area network (WAN) and Storage Area Networks (SANs). Windows and UNIX based servers support business services.

#### **2.0 DESCRIPTION OF SERVICES**

2.1 OAG runs a modern integrated Information and Communications Technology System supported by various technologies. The Office is seeking to identify and select an outside independent organization to conduct

4. Vulnerability assessment, application and penetration testing;
5. Information security awareness training for 1300 staff & cybersecurity team capacity development;
6. Development of backup and disaster recovery plan;

2.2 The activities to be performed are defined in scope of work. The duration for this assignment would be for a period of four months from the date of contract.

### **3.0 SPECIFIC TASKS**

3.1 The Identified technology partner is to review and recommend improvements on ICT Security Awareness Training, Backup & Disaster Recovery and Penetration & Application Testing Areas in the Organization. They should also carry out an assessment and advice on possible solutions to address the gaps identified to ensure functioning of the equipment's at the Regional and Headquarters. The company shall advice on the strategic intervention required with regard to the information and communication technology needs of the OAG.

3.2 The project will have 3 (three) different deliverables whereby the contracted company is expected to perform the following tasks and have the specific deliverables.

#### **6.1.1 ICT Security Awareness Training – 1300 Staff**

The IT security Awareness program consists of:

- informing users of their IT security responsibilities, as documented within the organizations security policy and procedures; and
- establishing processes for monitoring and reviewing the program.

The contracted company is expected to perform the following tasks;

- Contact an information security skills gap analysis across OAG
- Develop, maintain and manage the security awareness program to ensure users receive adequate training and user awareness content.
- Provide all information system users (including managers, senior executive staff and contractors) information system security awareness training for their respective systems as determined necessary to supplement the mandated awareness training
- Ensure training is completed before information system users are permitted access to an information system or able to perform assigned duties. If the user fails to comply, user access shall be suspended or necessary actions taken
- Include security awareness training on recognizing and reporting potential indicators of insider threat.
- Develop and maintain role based training, education and credentialing requirements to ensure employees and contractors designated as having significant information security responsibilities receive adequate training with respect to such responsibilities
- Provide role-based security-related training to all personnel with assigned security roles and responsibilities

- Ensure role-based training is completed before information system users are permitted access to an information system or able to perform assigned duties. If the user fails to comply, user access shall be suspended.
- Ensure ICT managers identify all individuals requiring role-based security-related training within their respective program offices or regions.
- Document and monitor individual information system security awareness and training activities and records as required in accordance with regulations and policies and procedures.

The contracted company is expected to deliver the following deliverables;

- Information Security Awareness training manuals
- Evidence of training for the 1300 staff
- Information Security Awareness training accredited certifications from a recognized body.
- Knowledge transfer to OAG security team including training of 20 champions (Trainer of Trainers Program)
- Development of a three year information security awareness plan

### **6.1.2 Backup & Disaster Recovery Planning**

The primary focus is to provide a plan to respond to a disaster that destroys or severely cripples the organizations computer systems operated by the OAG's Information Technology. The intent is to restore operations as quickly as possible with the latest and most up-to-date data available. This is designed to reduce the number of decisions which must be made when, and if, a disaster occurs.

The contracted company is expected to perform the following tasks;

- Planning and testing responses to different kinds of failures
- Configuring the database environment for backup and recovery
- Setting up a backup schedule
- Monitoring the backup and recovery environment
- Troubleshooting backup problems
- Recovering from data loss if the need arises
- Data archival, which involves creating a database copy for long-term storage
- Data transfer, which involves moving data from one database or one host to another

The contracted company is expected to deliver the following deliverables;

- Disaster Recovery and Business continuity manual

- Training of 10 system administrators on incident response and disaster recovery execution

### **6.1.3 Penetration & Application Testing**

IT Security Compliance regulations and guidelines (GLBA, NCUA, FFIEC, HIPAA, etc.) require an organization to conduct independent testing of the Information Security Program to identify vulnerabilities that could result in unauthorized disclosure, misuse, alteration or destruction of confidential information, including Non-Public Personal Information (NPPI).

The Internet-facing components (website, email servers, etc.) of the organization's network are constantly exposed to threats from hackers.

Best Practice requires that each organization should perform a Penetration Test in addition to regular security assessments in order to ensure the security of their external network.

The contracted company is expected to perform the following tasks;

- Anonymous information gathering to discover all Internet-facing assets a hacker could identify as potential entry-points into the organizations network
- Scanning of internet-available network access points and web servers for known vulnerabilities (non-credentialed)
- Verifying scan-result findings through in-depth manual penetration testing attack techniques (both credentialed and non-credentialed)
- Providing deeply informed remediation guidance and advisory services for identified/verified vulnerabilities
- Internal & External Penetration Testing
  - Foot printing
  - Public Information & Information Leakage
  - DNS Analysis & DNS Brute forcing
  - Port Scanning
  - System Fingerprinting
  - Services Probing
  - Exploit Research
  - Manual Vulnerability Testing and Verification of Identified Vulnerabilities
  - Intrusion Detection/Prevention System Testing
  - Password Service Strength Testing
  - Remediation Retest
- VoIP Penetration Testing
- Email security Testing
- Internal Web Application Penetration Testing

- DMZ Network Architecture Design Review and Testing
- Server Security and Configuration Reviews and Testing
- Database Security and Configuration Reviews and Testing
- Firewall and Router Configuration Reviews and Testing
- Data Centre Security Assessment
- VPN Configuration Reviews
- Third party interconnection Reviews
- Application Security Configuration Reviews and Testing
- Back up and Restoration policy and procedure Reviews
- Incident Response Program Review and selected Forensic Analysis
- System Configuration and Change Management reviews
- Security review of the application and Wide Area Network (WAN)
- Examining **various components** of OAG data security
- Assessment of the adequacy of controls and procedures that identify user system activities
- Assessment and testing of the domain controller configurations
- Assessment of the adequacy of controls over the use of various devices
- Assessment of the adequacy of policies, procedures and controls that ensure that records created, and information captured are authentic and reliable.
- Testing of the OAG virtual environment for security weaknesses
- Website penetration testing
- Social engineering assessment depicting realistic scenarios
- Integration and interfaces security review
- Overall OAG environment cybersecurity risk assessment

The contracted company is expected to deliver the following deliverables;

- Penetration testing assessment report
- Recommendation report

#### 4.0 METHODOLOGY AND APPROACH

The Consultant is expected to

1. Assess the current environment and ongoing initiatives to understand the existing investments and capability.
2. Assess and document business requirements in line with the bureaus goals and objectives.
3. Perform a gap analysis and inform management on what is required to close the gaps.
4. Define and design the target environment.
5. Manage implementation of solutions to achieve the target environment.
6. Provide regular updates to management on the key deliverables outlines above

#### 5.0 SCHEDULE OF DELIVERABLES

Requirements	Deliverables
<b>Carry out an audit of the ongoing Data Center and Infrastructure projects to identify any gaps in scoping and delivery and propose how to close them.</b>	Audit report for design, security, reliability, risks and scalability for the planned primary and backup data center installations.
<b>Review the Data Center hosting / collocation arrangement, guide on any necessary improvements and implement accordingly.</b>	Recommendations report
<b>Review the Disaster Recovery capability and business continuity plans and make any necessary adjustments in line with the needs.</b>	Disaster recovery and business continuity plan
<b>Review Data Center compute environment, capacity, and advice on any required uplifting in line with planned applications and performance expectations.</b>	Assessment report on the DC compute environment
<b>Review data storage environment, capacity, and advice on any required uplifting in line with planned applications and data management requirements (backups, recovery point objectives, recovery time</b>	Assessment report on the storage infrastructure

<b>objectives, and real-time replications needs).</b>	
<b>Review logical and physical security requirements for the Data center and guide on any necessary uplifting in line with the security requirements.</b>	Address security gaps
<b>Review Data Center network architecture and required connectivity to support high availability architectures for both live and backup Data Centers.</b>	Address the gaps in the data center network architecture
<b>Review Data Center support contracts and advise if support/SLA is appropriate and adequate given the current internal capacity and the Bureau's needs.</b>	Review and track all contracts and SLAs
<b>Manage any new projects and the implementations arising from the reviews above.</b>	Project adoption roadmap
<b>Audit and review of the IT Service Management</b>	Process Audit review and recommendations
<b>Provide Quality Assurance, testing during implementation</b>	QA, testing and sign-off reports
<b>Develop training programs and materials for users. Certification required</b>	Training materials as per standard and Certifications for users
<b>Train and enhance awareness among internal and external staff on the functionality of ITSM system</b>	Training and user acceptance reports

## 6.0 QUALIFICATION OF THE FIRM

The firm must provide proof/evidence of carrying similar task to at least two reputable organizations in the last 5 years.

## 7.0 CONSULTANT AND KEY STAFF QUALIFICATIONS

## Lead ICT Consultant

<b>Education:</b>	<ul style="list-style-type: none"> <li>- A Master’s Degree in Computer Science or postgraduate professional qualification in Computer Science or related field</li> </ul>
<b>Experience:</b>	<ul style="list-style-type: none"> <li>- Minimum of ten (10) years’ experience in senior level strategic management in the ICT field.</li> <li>- Experience in working with various IS risk management models and ability to perform IS risk modelling, its implementation and management.</li> <li>- Minimum of 3 full lifecycle implementation of ISMS/ BCMS in a complex environment.</li> <li>- Preferred Certifications – PMP, CISSP and/or CISA/CISM and/or ISO/BS Lead Auditor/Implementer and/or related GIAC certifications. Other technical certifications like MCSE, CCNA, CCSE etc. would be an added advantage.</li> <li>- A demonstrated record of accomplishment in the delivery of ICT projects and services.</li> <li>- Thorough knowledge of process automation, project management, and Enterprise IT Governance, ICT Security Audit, Infrastructure and network design is mandatory.</li> </ul> <p><b>NB: COPIES OF CERTIFICATES, REFERENCE LETTERS, APPOINTMENT LETTERS AND OR CONTRACTS MUST BE ATTACHED TO SUPPORT THE ABOVE LISTED VARIABLES</b></p>

## ICT Consultant (Penetration testing engineer)

<b>Education:</b>	Degree in Computer Science or related discipline
<b>Experience:</b>	<ul style="list-style-type: none"> <li>- A Degree in Computer Science or postgraduate professional qualification in Computer Science or related field</li> <li>- Certified Register of Ethical Security Testers (CREST)</li> <li>- Cyber-security certifications (CHECK, CTM, CTL, CREST, TIGER, OSCP)</li> <li>- Recognized security testing certifications (GIAC and CEH)</li> <li>- Penetration testing experience of systems, web-based applications and networks.</li> </ul>

	<ul style="list-style-type: none"> <li>- Solid knowledge and experience of using a variety of penetration testing or threat modelling tools including open source and commercial mapping</li> <li>- Experience of threat reporting and assessing vulnerabilities</li> <li>- Some consulting experience is advantageous with a proven ability to understand and meet client needs, build relationships and develop a positive dialogue</li> <li>- Adept at explaining technical jargon to non-technical parties</li> <li>- Scripting skills and reverse engineering experience is desirable</li> <li>- Past experience of using problem solving techniques and developing solutions to meet vulnerability threats</li> </ul> <p><b>NB: COPIES OF CERTIFICATES, REFERENCE LETTERS, APPOINTMENT LETTERS AND OR CONTRACTS MUST BE ATTACHED TO SUPPORT THE ABOVE LISTED VARIABLES</b></p>
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**ICT Security Awareness Trainer**

<b>Education:</b>	Bachelor's degree in computer science or information science
<b>Experience:</b>	<ul style="list-style-type: none"> <li>- Proven track record of ICT Infrastructure and application project delivery</li> <li>- Designing training curriculum and course content based on requirements.</li> <li>- Conducting interactive training exercises to create an effective learning environment.</li> <li>- Strong understanding of cyber security trends and events</li> <li>- Working knowledge of security awareness policies, standards and operating procedures in large organizations relating to information security risk</li> <li>- Strong analytical and multi-tasking skills, writing proficiency and visual design skills, problem solving and decision-making skills Highly developed communication skills, both verbal and written</li> <li>- Strong team-oriented interpersonal skills, with the ability to interface effectively with a broad range of people and roles, including vendors, IT-business personnel</li> <li>- Excellent verbal and written communication skills.</li> </ul>

	<ul style="list-style-type: none"> <li>- Advanced knowledge in information security principles, including risk assessment and management, threat and vulnerability management, and identity and access management.</li> <li>- Advancement of security governance knowledge including but not limited to security control relationships and correlation of accumulative/inherent risks related to mitigation, noncompliance and/or risk acceptance.</li> <li>- Ability to exercise sound judgment in complex situations.</li> <li>- Strong customer/client focus, with the ability to manage expectations appropriately, provide a superior customer/client experience and build long-term relationships.</li> </ul> <p><b>NB: COPIES OF CERTIFICATES, REFERENCE LETTERS, APPOINTMENT LETTERS AND OR CONTRACTS MUST BE ATTACHED TO SUPPORT THE ABOVE LISTED VARIABLES</b></p>
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### ICT Project Manager

<b>Education:</b>	Bachelor's degree in computer science or information science
<b>Experience:</b>	<ul style="list-style-type: none"> <li>- Proven track record of ICT Infrastructure and application project delivery</li> <li>- Leading project teams to achieve milestones and objectives.</li> <li>- Working independently with minimal guidance.</li> <li>- Experience of delivering projects into an ITIL Service Managed environment.</li> <li>- Demonstrable level of understanding of the following technologies: Microsoft, Cisco, Cloud Services</li> <li>- Ability to deliver multiple projects in tandem.</li> <li>- Good client facing skills and commercial acumen</li> <li>- Good understanding of a complex project programme</li> <li>- Excellent communication and interpersonal skills.</li> <li>- Proven experience of managing complexity and change.</li> <li>- Excellent understanding of risk and issue management and mitigation strategies.</li> <li>- Excellent financial and commercial experience of managing project budget.</li> <li>- Appropriate Project Management qualifications e.g. Prince2 or PMP-PMI.</li> </ul> <p><b>NB: COPIES OF CERTIFICATES, REFERENCE LETTERS, APPOINTMENT LETTERS AND OR CONTRACTS MUST BE ATTACHED TO SUPPORT THE ABOVE LISTED VARIABLES</b></p>

## **8.0 Consultancy Duration**

8.1 Assignment would be for a period of **four months** from the commencement date of contract.

## **9.0 Responsibility of the Firm**

- i) Work closely with the Office to deliver the required results.
- ii) Engage qualified staff to undertake the assignment within the agreed timeframe.
- iii) Submit to the client the final product as required/agreed.

## **9.0 Obligations / Responsibility of the Client**

- i) Avail all the required materials and documents for the assignment.
- ii) Provide a liaison staff for the exercise
- iii) Organize related retreats / workshops
- iv) Pay for the services rendered.

## **10 Terms of Payment**

100% payment upon completion of the assignment.

## **11 Expected Commencement date**

The assignment is expected to commence on 1<sup>st</sup> May 2019

**SECTION VI:**  
**STANDARD FORMS**

**CONTRACT FOR CONSULTANT'S SERVICES**  
**Large Assignments (Lump-Sum Payments)**

between

\_\_\_\_\_  
*[name of the Client]*

AND

\_\_\_\_\_  
*[name of the Consultant]*

Dated: \_\_\_\_\_*[date]*

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# I. FORM OF CONTRACT

## Large Assignments (Lump-Sum Payments)

This Agreement (hereinafter called the "Contract") is made the \_\_\_\_\_ day of the month of \_\_\_\_\_ [month], [year], between \_\_\_\_\_, [name of client] of \_\_\_\_\_ [or whose registered office is situated at] \_\_\_\_\_ [location of office] (hereinafter called the "Client") of the one part AND

\_\_\_\_\_ [name of consultant] of [or whose registered office is situated at] \_\_\_\_\_ [location of office] (hereinafter called the "Consultant") of the other part.

### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultant, having presented to the Client that he has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The following Appendices: [**Note:** *If any of these Appendices are not used, they should be deleted from the list*]
    - Appendix A: Description of the Services
    - Appendix B: Reporting Requirements
    - Appendix C: Key Personnel and Sub consultants
    - Appendix D: Breakdown of Contract Price in Foreign Currency
    - Appendix E: Breakdown of Contract Price in Local Currency
    - Appendix F: Services and Facilities Provided by the Client

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of \_\_\_\_\_ *[name of client]*

*[full name of authorised representative]* \_\_\_\_\_ *of Client's*

*[title]* \_\_\_\_\_

*[signature]* \_\_\_\_\_

*[date]* \_\_\_\_\_

For and on behalf of \_\_\_\_\_ *[name of consultant]*

*[full name of Consultant's authorized representative]* \_\_\_\_\_

*[title]* \_\_\_\_\_

*[signature]* \_\_\_\_\_

*[date]* \_\_\_\_\_

## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 here-below;
- (d) “Foreign Currency” means any currency other than the Kenya Shilling;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of the Republic of Kenya;
- (g) “Local Currency” means the Kenya Shilling;
- (h) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;
- (i) “Party” means the Client or the Consultant, as the case may be and “Parties” means both of them;
- (j) “Personnel” means persons hired by the Consultant or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- (k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;

- (l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) “Sub consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

**1.2 Law Governing the Contract**

This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.

**1.3 Language**

This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.4 Notices**

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

**1.5 Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, within the republic of Kenya as the Client may approve.

**1.6 Authorized Representatives**

Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

**1.7 Taxes and Duties**

The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

**2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

**2.1 Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

**2.2 Commencement of Services**

The Consultant shall begin carrying out the Services **within 14 days** after the date the Contract becomes effective or at such other date as may be specified in the SC.

**2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.

**2.4 Modification** Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.

## **2.5 Force Majeure**

**2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

**2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**2.5.3 Extension Of Time** Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

**2.5.4 Payments** During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## **2.6 Termination**

**2.6.1 By the Client** The Client may terminate this Contract by not less than thirty (30) days’ written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further

period as the Client may have subsequently approved in writing;

- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

- (e) if the Client in his sole discretion decides to terminate this Contract.

**2.6.2 By the Consultant** The Consultant may terminate this Contract by not less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any of the following events;

- (a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

**2.6.3 Payment upon Termination** Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

### **3. OBLIGATIONS OF THE CONSULTANT**

#### **3.1 General**

The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client and shall at all times support and safeguard the Client's legitimate interests in any dealing with Sub consultants or third parties.

#### **1.2 Conflict of Interests**

##### **3.2.1 Consultant (i) Not to Benefit from Commissions, Discounts, Etc.**

- (i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.
- (ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.
- (iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement

of goods, works or services, the Consultant will comply with any applicable

procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

**3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Sub-consultant and any of his affiliates, 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.

**3.2.3 Prohibition of Conflicting Activities**

Neither the Consultant nor his sub-consultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

**3.3 Confidentiality**

The Consultant, his sub-consultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

**3.4 Insurance to be Taken Out by the Consultant**

The Consultant (a) shall take out and maintain and shall cause any sub-consultant[s] to take out and maintain, at his (or the sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

**3.5 Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions;

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants").

**3.6 Reporting Obligations** The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.

**3.7 Documents prepared by the Consultant to Be the Property of the Client** All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

#### **4. CONSULTANT'S PERSONNEL**

**4.1 Description of Personnel** The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

**4.2 Removal and/or Replacement Of Personnel** (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

- (b) If the Client finds that any of the Personnel have
  - (i) committed serious misconduct or have been charged with having committed a criminal action, or
  - (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## **5. OBLIGATIONS OF THE CLIENT**

### **5.1 Assistance and Exemptions**

The Client shall use his best efforts to ensure that he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

### **5.2 Change in the Applicable Law**

If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

### **5.3 Services and Facilities**

The Client shall make available to the Consultant the Services and Facilities listed under Appendix F.

## **6. PAYMENTS TO THE CONSULTANT**

### **6.1 Lump-Sum Remuneration**

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, Workshop Venues and the like and all other costs incurred by the Consultant in carrying out the

Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

**6.2 Contract Price**

- (a) The price payable in foreign currency is set forth in the SC.
- (b) The price payable in local currency is set forth in the SC.

**6.3 Payment for Additional Services**

For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

**6.4 Terms and Conditions of Payment**

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.

**6.5 Interest on Delayed Payment**

Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. 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.

**7. SETTLEMENT OF DISPUTES**

**7.1 Amicable Settlement**

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

**7.2 Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to

be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

### III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of and Supplements to Clauses in the General Conditions of Contract
1.1(i)	The Member in Charge is: <b>Justus Ongera</b>
1.4	The addresses are:  Client: Office of the Auditor- General P.O. Box 30084-00100 Attention: _____ Telephone: _____ Telex; _____ Facsimile: _____  Consultant: _____ Attention: _____ Telephone; _____ Telex: _____ Facsimile: _____
1.6	The Authorized Representatives are:  For the Client: _____  For the Consultant: _____
2.1	The date on which this Contract shall come into effect Is: Immediately after signing the contract.  <i><b>Note:</b> The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Consultants of advance payment and by Client of bank guarantee</i>
2.2	The date for the commencement of Services is: 7 days after commencement of contract
2.3	The period shall be _____ [length of time].  <i><b>Note:</b> Fill in the period, e.g., twenty-four (24) months or such other period as the Parties may agree in writing.</i>
3.4	The risks and coverage shall be:  (i) Professional Liability _____  (ii) Loss of or damage to equipment and property _____

6.2(a) The amount in foreign currency or currencies is \_\_\_\_\_  
*[Insert amount].*

6.2(b) The amount in local Currency is \_\_\_\_\_ *[Insert amount]*

6.4 Payments shall be made as detailed in the Terms of Reference.

## **IV. Appendices**

### **APPENDIX A – DESCRIPTION OF THE SERVICES**

*Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.*

### **APPENDIX B – REPORTING REQUIREMENTS**

*List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”*

### **APPENDIX C– KEY PERSONNEL AND SUBCONSULTANTS**

*List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel and staff-months for each.*

*C-2 List of approved Sub consultants (if already available); same information with respect to their Personnel as in C-1.*

### **APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY**

*List here the elements of cost used to arrive at the breakdown of the lump-sum price – foreign currency portion:*

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

*This appendix will exclusively be used for determining remuneration for additional services.*

### **APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY**

*List here the elements of cost used to arrive at the breakdown of the lump-sum price – local currency portion.*

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

*This appendix will exclusively be used for determining remuneration for additional services.*

### **APPENDIX F – SERVICES AND FACILITIES PROVIDED BY THE CLIENT**

**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

**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...

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**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of  
.....20.....

SIGNED  
**Board Secretary**