



**REQUEST FOR PROPOSAL FOR CONSULTANCY TO DESIGN AN  
ENTERPRISE ARCHITECTURE FRAMEWORK**

**CMA/RFP 003/2020-2021**

**March 1<sup>st</sup>, 2021**

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**SECTION I - LETTER OF INVITATION**

**March 1<sup>st</sup>, 2021**

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

Dear Sir/Madam,

**RE: REQUEST FOR PROPOSAL FOR CONSULTANCY TO DESIGN AN  
ENTERPRISE ARCHITECTURE FRAMEWORK**

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The Capital Markets Authority invites proposals for consultancy services to develop an ICT Enterprise Architecture Framework that will describe and outline the Authority's ICT Roadmap fully aligned to the business objectives. The roadmap will help the Authority realize the following strategic objectives:

- Leverage technology to drive efficiency in the capital markets value chain.
- Ensure sound market infrastructure, institutions and operations.
- Ensure optimal institutional efficiency and effectiveness of CMA.

More details of the consultancy services are provided in the terms of reference herein with the request for proposal (RFP) including the following documents;

Section I	-	Letter of invitation
Section II	-	Information to Candidate
Section III	-	Terms of reference
Section IV	-	Technical proposal
Section V	-	Financial proposal
Section VI	-	Standard Contract Form (where applicable)

A complete set of tender documents may be obtained by interested eligible candidates upon payment of a non-refundable fee of One thousand Kenya shillings (Kshs.1,000) in cash or bankers' cheque payable to Capital Markets Authority or downloaded free of charge. Bid prices quoted should be inclusive of all taxes, and any other costs and shall remain valid for ninety (90) days from the closing date of the tender. Completed tender documents in plain sealed envelopes clearly marked on top with the tender number and name for the tender should be addressed to: -

**The Chief Executive,  
Capital Markets Authority,  
P.O Box 74,800 – 00200,  
NAIROBI**

and be deposited in the Tender Box on 3<sup>rd</sup> floor, Embankment Plaza, Longonot Road,

Upperhill, Nairobi so as to be received on or before **March 19<sup>th</sup>, 2021 at 11:00 a.m.** Tenders will be opened immediately thereafter in the presence of the candidates/representatives who choose to attend in the Conference Room 4<sup>th</sup> floor, Embankment Plaza.

On receipt of this RFP, please prepare your proposal as required and return before the date and time indicated for submission.

Late bids shall be rejected.

Yours faithfully,



Jeremiah Yego  
**Principal Supply Chain Management**

**SECTION II - INFORMATION TO CANDIDATES**

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## **SECTION II - INFORMATION TO CANDIDATES**

### **2.1 Introduction**

- 2.1.1 The Capital Markets Authority will select a candidate among those invited to submit in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The candidates are invited to submit a technical proposal and a financial proposal for consulting services required for the assignment stated in the letter of invitation (Section I).
- 2.1.3 In the assignment where the procuring entity intends to apply standard conditions of engagement and scales of fees for professional services, which scale of fees will have been approved by a relevant authority, a technical proposal only may be invited and submitted by the candidate. In such a case the highest ranked candidate in the technical proposals shall be invited to negotiate a contract on the basis of the set scale of fees. The technical proposals will be the basis for contract negotiations and ultimately for a signed contract with the selected candidate.
- 2.1.4 The candidates must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their proposals. To obtain adequate information on the assignment and on the local conditions, candidates are encouraged to liaise with the procuring entity regarding any information that they may require before submitting a proposal.
- 2.1.5 The client will provide the inputs and services specified in the special conditions of contract needed to assist the candidate to carry out the assignment.
- 2.1.6 The cost of preparing the proposal and negotiating the contract including any visit to the procuring entity are not reimbursable as a direct cost of the assignment. The procuring entity is not bound to accept any of the proposals submitted.
- 2.1.7 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

### **2.2 Clarification and amendment to the RFP documents**

- 2.2.1 Candidates may request clarification of any of the RFP documents not later than Seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to the procuring entity's address indicated in the special conditions of contract. The

procuring entity will respond by post, fax or email 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 candidates invited to submit proposals.

- 2.2.2 At any time before the deadline for submission of the proposals, the procuring entity may for any reason, either at its own initiative or in response to a clarification requested by any candidate amend the RFP. Any amendment shall be issued in writing, fax or email to all invited candidates and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the proposals.

### **2.3 Preparation of Proposal**

- 2.3.1 The individual consultant's proposal shall be written in English language.
- 2.3.2 In preparing the Technical proposal, the candidates are expected to examine the documents consisting the 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, the candidate must give particular attention to the following:
- (a) If candidate considers that it does not have all the expertise required for the assignment it may suggest in the proposals other person(s) who will assist in the assignment, but they will not be party to the contract for the purpose of the performance of the assignment. A candidate will not propose other candidates invited to submit proposals for the assignment. Any candidate in contravention of this requirement shall automatically be disqualified.
  - (b) For all the staff who will be involved in the assignment a candidate must indicate their responsibility in the assignment and also the staff time as necessary.
  - (c) The curriculum vitae (CV) of the staff proposed must be submitted with the proposal.
- 2.3.4 The Technical proposal shall provide the following information;
- (a) The individual consultant's CV and a brief of any recent experience of assignment of a similar nature. For each assignment the brief should indicate the profiles of staff involved, contract amount and the individual consultant's involvement.
  - (b) Any comments or suggestions on the Terms of Reference and a list of service and facilities requested to be provided by the procuring entity.
  - (c) A description of the methodology and work plan for performing the proposed assignment.

(d) Any additional information requested in the special conditions of contract.

2.3.5 The Technical proposal shall be separate from the Financial proposal and shall not include any Financial information.

## **2.4 Financial Proposal**

2.4.1 In preparing the financial proposal, the candidate is expected to take into account the time required in completing the assignment as outlined in the RFP. The financial proposal will therefore be quoted in fees per day or month. The financial proposal may also include other costs as necessary, which will be considered as reimbursable. It will then give the total cost of the assignment.

2.4.2 The Financial proposal should include the payable taxes.

2.4.3 The fees shall be expressed in Kenya Shillings.

2.4.4 The Financial proposal must remain valid for 90 days after the submission date. During this period the candidate is expected to keep available at his own cost any staff proposed for the assignment. The procuring entity will make best efforts to complete negotiations within this period. If the procuring entity wishes to extend the validity period of the proposal, the candidates who do not agree, have the right not to extend the validity of their proposals.

2.4.5 The financial proposal must comply with the law governing the profession of the candidate.

## **2.5 Submission, receipt and opening of proposals**

2.5.1 The technical proposal and the financial proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the candidates. Any such corrections must be initialed by the candidate.

2.5.2 For each proposal the candidates shall prepare the proposals in the number of copies indicated in the special conditions of contract. 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 duly marked "FINANCIAL PROPOSAL". Both envelopes shall be placed in an outer envelope and sealed.



This outer envelope shall bear the procuring entities address and other information indicated in the appendix to the instructions to candidates and clearly marked **"DO NOT OPEN BEFORE FRIDAY 19<sup>TH</sup> MARCH 2021, 11:00 A.M."**

- 2.5.4 The completed Technical proposal and Financial proposals must be delivered at the submission address on or before the time and date of the submission of the proposals indicated in the appendix to the instructions to candidates. Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the candidate unopened. For this purpose, the inner envelope containing the technical and financial proposals will bear the address of the candidate submitting the proposals.
- 2.5.5 After the deadline for submission of proposals the outer envelope and the technical proposals shall be opened immediately by the opening committee. The financial proposals shall be marked with the candidates' number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening it.

## **2.6 Evaluation of the Proposals (General)**

- 2.6.1 From the time the proposals are opened to the time of the contract award, if any candidate wishes to contact the procuring entity on any matter relating to the proposal should do so in writing at the address indicated in the appendix to the instructions to candidates. Any effort by a candidate to influence the procuring entity's staff in the evaluation of proposal companion proposals or awards of contract may result in the rejection of the candidate proposal.
- 2.6.2 The Technical evaluation committee shall have no access to the Financial proposal, which in any case will remain sealed, until the technical evaluation is concluded or finalized.

## **2.7 Evaluation of Technical Proposals**

- 2.7.1 The evaluation committee appointed by the procuring entity to evaluate the proposals shall carry out the evaluation of technical proposals following the criteria set out in the terms of reference based on the following points criteria;

<u>Criteria</u>	<u>Total Points</u>
(i) Firms experience	25
(ii) Qualifications and specific experience of the proposed staff related to the assignment	25
(iii) Adequacy of methodology and work plan in response to the Terms of reference	20
<b>Total points</b>	<b>70</b>

2.7.2 Any proposal which will be examined and found not to comply with all the requirements for submission of the proposals will be declared nonresponsive. All the proposals found to have complied with all the requirements for submission of proposal shall be declared responsive by the evaluation committee.

2.7.3 Each responsive proposal will be given a technical score (ST). Any technical proposal which fails to achieve the total minimum score indicated in the appendix to the information to tenderers shall be rejected at this stage and will not proceed to the next stage of evaluation. The respective financial proposal will be returned to the individual consultant unopened.

2.7.4 The technical evaluation may be simplified where the assignment is not complex in which case merit points will not be used.

## **2.8 Opening and Evaluation of Financial Proposals**

2.8.1 After completion of the evaluation of Technical proposals the procuring entity shall notify the candidates whose proposal did not meet the minimum technical score or were declared nonresponsive to the RFP and terms of reference. The notification will indicate that their financial proposals shall not be opened and will be returned to them unopened after the completion of the selection process and contract award. At the same time, the procuring entity shall simultaneously notify the candidates who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by the procuring entity for opening their financial proposals. They will also be invited to attend the opening ceremony if they wish to do so.

2.8.2 The financial proposals shall be opened by the procuring entity in the presence of the candidates who choose to attend the opening. The name of the candidate, the technical score or the technical evaluation result and the proposed fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial proposal.

- 2.8.3 The formulae for determining the financial score (SF) unless an alternative formula is indicated in the appendix to the information to tenderers shall be as follows:

$$Sf = 100 \times fm/f$$

Where;

Sf is the financial score  
Fm is the lowest fees quoted and  
F is the fees of the proposal under consideration

The lowest fees quoted will be allocated the maximum score of 100.

- 2.8.4 The candidate's proposals will be ranked according to their combined technical score (st) and financial score (sf) using the weights indicated in the appendix to the candidates. Unless otherwise stated in the appendix to the instructions to candidates the formula for the combined scores shall be as follows;

$$S = ST \times T\% + SF \times P\%$$

Where;

S is the total combined scores of technical and financial scores  
St is the technical score  
Sf is the financial score  
T is the weight given to the technical proposal and  
P is the weight given to the financial proposal

Note P + T will be equal to 100%

The candidate achieving the highest combined technical and financial score will be invited for negotiations.

## 2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address indicated in the appendix to the information to candidates. The purpose of the negotiations is for the procuring entity and the candidate to reach agreements on all points regarding the assignment and sign a contract.
- 2.9.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the candidate to improve the Terms of reference. The agreed work plan and Terms

of reference will be incorporated in the description of the service or assignment and form part of the contract.

- 2.9.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the candidate whose proposal achieved the second highest score to negotiate a contract.

## **2.10 Award of Contract**

- 2.10.1 The contract will be awarded before commencement of negotiations. After negotiations are completed the procuring entity will promptly notify the other candidates that they were unsuccessful and return the financial proposals of the candidates who did not pass technical evaluation.
- 2.10.2 The selected candidate is expected to commence the assignment on the date indicated in the appendix to the instructions to tenderers or any other date agreed with the procuring entity at the time of the contract award. Both parties will sign the contract.

## **2.11 Confidentiality**

- 2.11.1 Information relating to evaluation of proposals and recommendations of contract award shall not be disclosed to the candidates who submitted the proposal or to other persons not officially concerned with the process, until the winning candidate has been notified that he/she has been awarded the contract.

## **SECTION III - TERMS OF REFERENCE (TOR)**

### **3.1 About Capital Markets Authority**

The Capital Markets Authority (also referred to as CMA or the Authority) is an independent public agency established by an Act of Parliament, Cap 485 A under The National Treasury and Planning. The Authority came into being on 15 December 1989 when the Act was passed and was inaugurated in March 1990.

The CMA is a regulating body charged with the prime responsibility of supervising, licensing and monitoring the activities of market intermediaries. They include the Nairobi Securities Exchange, the Central Depository and Settlement Corporation, credit rating agencies, stockbrokers, investment advisers, investment banks, fund managers, collective investment schemes, non-dealing online foreign exchange brokers, authorised securities dealers, authorised depositories, real estate investment trusts' managers and trustees, and approved employee share ownership plans of listed companies. CMA under the Capital Markets Act licenses these market intermediaries. The Authority also exercise oversight over companies listed on the Nairobi Securities Exchange.

The regulatory functions of the Authority as provided by the Act and the regulations include the following:

- Licensing and supervising all the capital market intermediaries.
- Ensuring proper conduct of all licensed persons and market institutions.
- Regulating the issuance of the capital market products (bonds, shares, derivatives, real estate investment trusts and exchange-traded funds).
- Promoting market development through research on new products and institutions.
- Promoting investor education and public awareness.
- Protecting investors' interest.

### **3.2 The Need**

The Authority seeks to develop an ICT Roadmap that is fully aligned with the business objectives. The roadmap will help the Authority to realize the following strategic objectives:

- Leveraging technology to drive efficiency in the capital markets value chain.
- Ensure sound market infrastructure, institutions and operations.
- Ensure optimal institutional efficiency and effectiveness of CMA.

### 3.3 Scope of Work

The Authority seeks and invites proposals from qualified consultants that are specialized in Enterprise Architecture Framework development and implementation. The Consultant will be required to undertake the following work:

- Conduct a site visit to appreciate the size of the Organization, the Technology Landscape and Stakeholder expectations.
- Conduct awareness training to management and or staff on the purpose for the implementation Enterprise Architecture Framework for the Authority.
- Develop an Architecture Framework based on the TOGAF and Zachman's Frameworks for Enterprise Architectures with reference to ICT Authority (Kenya) guidelines.
- Work with all the Departments/Directorates, Management and or Staff of the Authority during implementation.
- Consult widely with the ICT department and ICT Ad Hoc Committee of the Board during implementation. Align the Architecture framework to the CMA Strategic Plan, Enterprise Risk Management framework, ISO 9001: 2015 and Government Enterprise Architecture framework and inform the revision of the same to address new risks and processes.

### 3.4 Architecture Specifications

Capital Markets Authority wishes to implement an Enterprise Architecture Framework as per the specifications below:

#### 3.4.1 Vision

The Architecture must demonstrate the ability to have optimized IT systems and services that are responsive to change and supportive to Authority's mandate (Business strategy).

#### 3.4.2 Scope

The framework must be applicable in all spheres and levels of the Authority and should be valuable in developing ICT departmental Roadmap that is fully aligned with the business objectives and principles of the e-Government as defined by ICT Authority. Other considerations include but not limited to:

- i. Organization Size; staff capacity of about 200.
- ii. Ability to support and or integrate Enterprise-based software applications, internally developed information systems and a limited number of Open-Source systems.
- iii. Medium size server environment
- iv. Active Directory based; Single sign-on, Role-based access control

mechanism for all systems.

- v. Ability to support integration with the NSE & CDSC systems and other Authority partners.

### **3.4.3 Purpose/Benefits**

The architecture must demonstrate the ability to achieve the following benefits to the ICT department and the Authority at large:

- Lower IT solution's implementation and maintenance costs to the Authority.
- Increase accessibility, usability, and security of the Authority's local and web-based applications.
- Improve interoperability between systems at the Authority and its partners.
- Facilitate easier upgrade of Computer Software and Hardware at the Authority.
- Improved ability to address IT security issues at the Authority.
- Facilitate maximization of return on investment in existing and reduce the risk for future or new IT infrastructure at the Authority.
- Inform strategies on balancing leasing and acquisition of infrastructure to address obsolesce and timely replacement.
- Increase Confidentiality, Integrity and Availability of information assets.

### **3.4.4 Principles**

The framework must clearly describe the following Architecture principles. It should also explain how all new projects will conform to the principles and include a checklist of the same. These principles will be categorized under:

- Business Architecture Principles (BAP).
- Data Architecture Principles (DAP).
- Application Architecture Principles (AAP).
- Technology Architecture Principles (TAP).
- Security Architecture Principles (SAP).
- Project Management Architecture Principles (PMAP).

### **3.4.5 Deliverables**

The successful bidder will be required to develop and implement an Enterprise Architecture Framework as outlined in this Terms of Reference.

## **3.5 Evaluation Criteria**

### **3.5.1 Preliminary Evaluation**

Bids will be taken through preliminary evaluation against the criteria below. Firms that do not meet the preliminary requirements will not qualify to proceed to the next stage of financial evaluation.

**Mandatory requirements:**

- a) Copy of Certificate of Incorporation
- b) Copy of Valid Tax Compliance Certificate
- c) Valid Business Permit

**3.5.2 Technical Evaluation**

Bidders will be evaluated based on Technical capability to deliver on the assignment. The minimum threshold for this evaluation is **49 out of 70 points**. Bidders who fail to meet minimum threshold will be disqualified and will not be evaluated further for price and preference points.

No.	Criteria	Weights
1	Company Experience at least five (5) years' experience in providing similar (Implementing Enterprise Architecture Frameworks) services and should provide proof accompanied by correspondence from referees.	15
2	The firm must have completed at least 3 similar task of total value KSH 1 Million in the past 3 years and submit at least 3 Satisfactory Certification of Completion from the Clients.	10
	Qualification of the Team Leader – Minimum Degree in IT or related with and a Certification in Enterprise Architecture Implementation.	10
3	Qualification of the Technical team – at least two Enterprise Architects with a Degree in IT or related fields with bias in Enterprise Architecture implementation.	15
4	Detailed Project Execution Plan and Management/ Methodology and Work Plan should be attached.	10
5	Minimum one (1) year guarantee support and maintenance of the Architecture.	10
<b>Total</b>		<b>70</b>

**3.5.3 Financial Evaluation**

- All Bidders shall ensure that their bid prices include all costs for the work including but not limited to: Man hours, requirements gathering costs, training costs, architecture development costs, implementation costs, monitoring and evaluation costs, etc.
- The lowest bid that meets the technical requirements will be given highest consideration.
- The cost for the assignment quoted shall be inclusive of VAT.



#### **SECTION IV - TECHNICAL PROPOSAL (TP)**

The technical proposal to be prepared and submitted by candidates shall contain the following: -

- (a) Submission letter.
- (b) Details of the Company experience and similar tasks handled.
- (c) Comments and suggestions of the consultant on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity.
- (d) Description of the methodology and work plan for performing the assignment and details of the proposed guaranteed support to be provided.
- (e) The proposed key staff for the assignment and their qualifications.
- (f) Consultancy services activities times schedule.

**SECTION V - FINANCIAL PROPOSAL (FP)**

The financial proposal to be prepared as appropriate and submitted by candidates on their signed and stamped letterheads, shall contain the following details;

- (a) Submission letter indicating total fees
- (b) Summary of costs
- (c) Breakdown of fees per activity as indicated in the terms of reference
- (d) Breakdown of reimbursable costs/expenses per activity
- (e) Miscellaneous expenses

**SECTION VI - STANDARD CONTRACT FORMS**

**STANDARD CONTRACT FORM FOR CONSULTANCY TO DESIGN AN ENTERPRISE ARCHITECTURE FRAMEWORK**

The contract form shall be completed by the procuring entity after the award of the contract and negotiation of the contract. It will be signed by both parties pursuant to the information to Candidates clause 2.10.2

## CONSULTANCY TO DESIGN AN ENTERPRISE ARCHITECTURE FRAMEWORK

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 Consultants 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 Service, "which is made an integral part Of this Contract.
  - (ii) The Consultant shall provide the personnel listed 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 through to \_\_\_\_\_ [insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.
3. **Payment**
  - A. Ceiling  
For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to

Exceed \_\_\_\_\_ [insert amount]. This amount has been established based on the understanding that it includes all the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below  
*(Modify in order to reflect the output required as described in Appendix C.)*

Kshs. \_\_\_\_\_ upon signing the contract.

Kshs. \_\_\_\_\_ upon the Client's receipt of the Draft report, acceptable to the Client; and

Kshs. \_\_\_\_\_ upon the Client's receipt of the Final report, acceptable to the Client.

Kshs. \_\_\_\_\_ Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty (30) days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three Percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

4. **Project Administration**

A. Coordinator

The Client designates \_\_\_\_\_ [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. **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

Full name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

For the Consultant

Full name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**REQUEST FOR REVIEW FORM**

**FORM RB 1**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of  
.....dated the...day of .....20.....in the matter of Tender No.....of  
.....20...

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address: Physical  
address.....Fax No.....Tel. No.....Email ....., hereby request the Public  
Procurement Administrative Review Board to review the whole/part of the above  
mentioned decision on the following grounds , namely:-

- 1.
  - 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
  - 2.
- etc

SIGNED .....(Applicant)

Dated on.....day of ...../...20...

---

**FOR OFFICIAL USE ONLY**

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

**SIGNED**

**Board Secretary**