



REQUEST FOR PROPOSAL (RFP)

FOR

**CONSULTANCY SERVICES FOR REVIEW OF ENTERPRISE RISK
MANAGEMENT POLICY FRAMEWORK AND IMPLEMENTATION**

TENDER NO. KRC/PLM/035/2018 - 2019

**CLOSING DATE: WEDNESDAY 13TH FEBRUARY, 2019
CLOSING TIME: 10.00AM**

**The Managing Director
Kenya Railways
P.O. Box 30121-00100
NAIROBI, KENYA**



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SECTION I - LETTER OF INVITATION

TENDER NO. KRC/PLM/035/2018 - 2019

LETTER OF INVITATION FOR PROPOSALS

To: _____ (Name and Address of Bidder)

TENDER NAME: CONSULTANCY SERVICES FOR THE REVIEW OF ENTERPRISE RISK MANAGEMENT POLICY FRAMEWORK AND IMPLEMENTATION

1. Kenya Railways (KR) invites sealed bids for the following Consultancy Services:
REVIEW OF ENTERPRISE RISK MANAGEMENT POLICY FRAMEWORK AND IMPLEMENTATION
2. The Request for Proposals (RFP) includes the following documents:
 - Section I - Letter of invitation
 - Section II - Information to Consultants
Appendix to information to Consultants
 - Section III - Technical Proposal
 - Section IV - Financial proposal
 - Section V - Terms of Reference
 - Section VI: - Standard Contract Form
3. Interested candidates may obtain further information and inspect tender documents at The General Manager-Supply Chain Management Office, 1st Floor of the Kenya Railways Headquarters during normal working hours.

Contact address:

General Manager-Supply Chain Management,
Kenya Railways Headquarters,
Haile Selassie Avenue
Procurement Office, Block C on the first floor
NAIROBI.

P. O. Box 30121 00100, NAIROBI

Tel: +254-20 - 2215211, 2215796, 0728603581, 0728603582, 077044612/4

E-MAIL: procure@krc.co.ke

WEBSITE: www.krc.co.ke



4. A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **Kshs 1,000/-** in Bankers Cheque payable to Kenya Railways Corporation. Bidders who download the tender document from KRC Website, www.krc.co.ke and www.tenders.go.ke MUST register their interest immediately by sending an email to procure@krc.co.ke stating their names, email, postal and telephone address.
5. Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of tender.
6. The tender must be accompanied by a security in the form of the amount specified in the Tender Document
7. Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number and deposited in the Tender Box at The General Manager-Supply Chain Management, 1st Floor of the Kenya Railways Headquarters so as to be received on or before **Wednesday 13th February 2019 at 10.00am**
8. Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at the **Conference Room on the 1st Floor, Kenya Railways Headquarters, Workshop Road, Nairobi.**
9. No bids other than the printed bids submitted as per paragraph 7 above shall be considered for evaluation.

GM– Supply Chain Management
FOR: MANAGING DIRECTOR



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SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Client named the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal or a Technical Proposal only, as specified in the Appendix “ITC” for Consulting Services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for Professional Services which are regulated as is the case with Building and Civil Engineering Consulting Services. In such a case the highest ranked Firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected Firm.
- 2.1.3 The Consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain 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.1,000/=

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

2.2 Clarification and Amendment of RFP Documents

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

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

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

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

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

- (i) If a Firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual Consultant(S) and/or other Firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other Consultants invited for this assignment. Any Firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has 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 interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals. There will be no correction of errors after the tender opening as per section 82 of the Public Procurement Act 2015.
- 2.5.2 For each Proposal, the Consultants shall prepare the number of copies indicated in Appendix "A". Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix "ITC" and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**"



- 2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITC”. Any proposal received after the closing time for submission of proposals shall be returned to the respective Consultant unopened.
- 2.5.5 After the deadline for submission of Proposals, the Technical Proposal shall be opened immediately by the Opening Committee. The Financial Proposal shall remain sealed and deposited with a responsible Officer of the Client Department up to the time for public opening of Financial Proposals.

2.6 Proposal Evaluation General

- 2.6.1 From the time the bids are opened to the time the Contract is awarded, if any Consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix “ITC”. Any effort by the Firm to influence the Client in the proposal evaluation, proposal comparison or Contract Award decisions may result in the rejection of the Consultant’s Proposal.
- 2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the Technical Evaluation is concluded.

2.7 Evaluation of Technical Proposal

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

	Points
(i) Specific experience of the consultant related to the assignment	(15)
(ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference	(20)
(iii) Qualifications and competence of the key staff for the assignment	(25)
(iv) Capability of Technology Transfer and ERM Automation	<u>(10)</u>

Total Points 70

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 (S_f) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-
 $S_f = 100 \times \frac{F_m}{F}$ where S_f is the financial score; F_m 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 (S_t) and financial (S_f) 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:- $S = S_t \times T \% + S_f \times P \%$. The Firm achieving the highest combined technical and financial score will be invited for negotiations.

- 2.8.6 The Tender Evaluation Committee shall evaluate the tender within 30 days of from the date of opening the tender.
- 2.8.7 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 15% 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 within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.10.6 To qualify for contract awards, the Tenderer shall have the following:
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - (d) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

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

2.12 Corrupt or fraudulent practices

- 2.12.1 The procuring entity requires that the Consultants observe the highest standards of ethics during the selection and award of the Consultancy Contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.12.2 The procuring entity will reject a proposal for award if it determines that the Consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.



2.12.3 Further a Consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

2.13 Contradictions to the law.

2.13.1 If this Tender Document Terms and Clauses have any contradictions with the Public Procurement Assets and Disposal Act 2015, the Act prevails in such Clauses and Terms indicated in the tender document.

Appendix to information to Consultants

Note on the Appendix to Information to Consultants

1. The Appendix to information to Consultant is intended to assist the procuring entity in providing specific information in relation to corresponding claims in the information to Consultants included in Section II and the appendix has to be prepared for each specific Consultancy.
2. The Procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the assignment of the Consultancy and the proposals evaluation criteria that will apply to the RFP Consultancy.
3. In preparing the appendix the following aspects should be taken into consideration.
 - (a) The information that specifies or complements provisions of Section II to be incorporated.
 - (b) Amendments of Section II as necessitated by the circumstances of the specific consultancy to be also incorporated
 - (c) Section II should remain unchanged and any changes or amendments should be introduced through the appendix.

Appendix to Information to Consultants

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

APPENDIX A: DATA SHEET

Clause Ref	Data
2.1 Introduction	
2.1.1	Name of the Client: KENYA RAILWAYS
2.1.1	Method of selection: LEAST COST SELECTION (LCS)
2.1.2	Bidders must submit ONE (1) original and TWO (2) copies of the Proposal. Full Technical Proposal together with a Financial Proposal.
	Name of the assignment is: PROVISION FOR CONSULTANCY SERVICES FOR THE REVIEW OF ENTERPRISE RISK MANAGEMENT POLICY FRAMEWORK AND IMPLEMENTATION
2.1.3	A pre-proposal conference will be held: NO
2.1.4	The Client will provide the inputs and facilities: NONE
2.1.7	Tender document to be issued Free of Charge for Soft Copies.
2.2 Clarification and Amendments of RFP Document	
2.2.1	Clarifications may be requested not later than SEVEN (7) days before the submission date. Tel: +254-20 - 2215211, 2215796, 0728603581, 0728603582, 077044612/4 Website: www.krc.co.ke , Fax: +254-20-340049 E-mail: procure@krc.co.ke
2.3 Preparation of Technical Proposal	
2.3.3	Bidders may associate with other Bidders: YES
2.3.4	Training and capacity building are a specific component of this assignment: No
2.4 Preparation of Financial Proposal	
2.4.2	The Financial Proposal / Price should be inclusive of the local taxes, duties, fees, levies and other charges imposed under the law on the Consultants, the Sub-Consultants and their Personnel.
2.4.3	Bidder to state price in Kenya Shillings

	<p>List of applicable Reimbursable expenses in local Currency: 1) a per diem allowance in respect of Personnel of the Bidder for every day in which the Personnel shall be absent from the home office and, as applicable, for purposes of the Services: N/A (2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route: N/A</p>
	<p>Amounts payable by the Client to the Consultants under the Contract to be subject to local taxation: YES (a) reimburse the Consultants for any such taxes: NO</p>
	<p>(b) pay such taxes on behalf of the Consultants: NO</p>
2.4.5	Proposals must remain valid for: For 120 Days From Date Of Tender Opening
2.5 Submission, Receipt and Opening of Proposals	
2.5.2	Consultant MUST submit One (1) No Original and Two (2) No Copies
2.5.3	Financial Proposal to be submitted together with Technical Proposal: YES
2.5.4	<p>The Proposal submission address is: The General Manager – Supply Chain Management, Kenya Railways Headquarters, Haile Selassie Avenue Block C, First Floor. <u>NAIROBI</u>.</p>
	<p>Proposals must be submitted not later than the following date and time: Wednesday 13th February, 2019 at 10.00 am.</p>
2.6 Evaluation of Technical Proposal	
2.6.1	As Per Evaluation Criteria in The Tender Document, appendix b & c (Pg17-19)
2.7 Opening and Evaluation of Financial Proposal	
2.7.2	Where Contract price variation is allowed, the variation shall not exceed 25% of the original Contract price (The PPAD Act 2015, Section 139 (3) states that there will be ' <i>No contract price shall be varied upwards within twelve months from the date of the signing of the contract</i> ').
2.8.2	(New Clause)The sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in anyway by any person or entity.
3.0 Award of Contract	
3.0.1	Expected date for commencement of Consulting Services and venue: To be notified.

APPENDIX B PROFESSIONAL STAFF

Table 2.3.1 Mandatory Requirements for the Project Team

Project Team	No. of Experts Required	Minimum Education	Specialization Experience	And Required Years Of Experience	Assignment of Similar nature
Team Leader	1	A Masters Degree in a Business/ Science or operation management	<p>Team Leader should demonstrate expertise and relevant experience as a Team Leader in similar assignments carried out in Public / Private sector organization specifically in;</p> <ul style="list-style-type: none"> • Demonstrate experience in ERM Implementation including undertaking training. • Must be fluent in spoken and written English and Swahili • Demonstrate good Management and Leadership skills. • <u>Must</u> be a Certified Member of ICPAK/ISACA/PRMIA/IRM or ERM related Qualification 	10 years	5(five) Assignments as a ERM Implementation Team Leader
ERM Experts	4	A Bachelor's Degree in a Business/ Science or Operation Management	<p>Expert should demonstrate relevant experience in similar assignments carried out in Public / Private sector organization specifically in;</p> <ul style="list-style-type: none"> • Demonstrate experience in ERM Implementation including undertaking training. • Must be fluent in spoken and written English and Swahili • <u>Must</u> be a Certified Member of ICPAK/ISACA/PRMIA/IRM or ERM related Qualification • Demonstrate understanding of ISO:31000 Standard of Risk Management 	• 5 years	3 (three) Assignments as team member in ERM Implementation



APPENDIX C – 1 - EVALUATION CRITERIA

KR shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference.

Table 2.6.1 Tender Evaluation Criteria

A. MANDATORY REQUIREMENT		
	REQUIREMENT	COMPLIED
1.	Copy of Valid Certificate of Incorporation / Registration	Mandatory
2.	Copy of a Valid Tax compliance Certificate	Mandatory
3.	Provide a Tender Security of Kshs.200, 000.00 from a commercial bank. Registered in Kenya.(valid 120 days)	Mandatory
4.	Certified Audited Accounts for any of the last 3 years consecutively (2015,2016,2017,2018)	Mandatory
5.	Must provide a Contact address: Physical, Postal, Telephone and Email address of the Firm (Confidential Business Questionnaire)	Mandatory
6.	Litigation History (fill form 7) Filled signed and stamped	Must Declare
7.	Integrity Declaration (fill form 8) Filled signed and stamped	Must Declare
8.	System generated copy of the CR12 Certificate	Mandatory
9.	Bidders should have their documents paginated (serialized) to ensure compliance with Section 74 (1) (i) Public Procurement and Assets Disposal Act, 2015 (Format for serialization in numbers 1,2,3.....To the last page)	Mandatory
10.	Bidder MUST submit 1 original copy & 2 copies of tender Document.	Mandatory
<p>This will be an elimination stage where each Tenderer's submission will be checked for completeness and compliance to all the mandatory and other eligibility criteria stated in the tender requirements as in the various paragraphs of the tender documents, in accordance with Section 79 of Public Procurement and Asset Disposal Act, 2015.</p>		

Only Bidders who meet all the Mandatory requirement will proceed to the next stage of evaluations; Technical Evaluation stage

B. TECHNICAL EVALUATION		100Mks
1	<p>Specific experience of the firm (FILL FORM X)</p> <p>a. Provide Evidence that the Firm has offered similar services to Five (5 No) Corporate clients in the public and private sector with contracts value of Kshs.2,000,000.00 and above in the last five(5) years. As evidence bidder bidders must attach copies of contracts for each assignment. – (3 Marks Each)</p> <p>b. Provide an Original Reference Letter from the Clients listed above in the organisations letter head and addressed to Managing Director Kenya Railways. Scanned Letters shall be rejected. - (2 Marks Each)</p> <p>c. Information Provided in Form X as required – (1 Mark Each)</p>	<p>15 Marks</p> <p>15 Marks</p>
MARKS FOR CRITERIA 1		30 Marks
2.	<p>Work Plan and Methodology</p> <p>The Firm should provide a logical, well-structured work plan consistent with the time frames and terms of reference of this RFP to demonstrate:</p>	
	a. Understanding/conformity to the TOR	5
	b. Work plan for the assignment	5
	c. Methodology of undertaking the assignment	5
	d. Value added services from the proposed services	5
MARKS FOR CRITERIA 2		20Mks
3	<p>Personnel</p> <p>Bidder should provide evidence of professional and technical training and experience of bidders proposed key staff;</p> <p>a. The bidder should provide CVs in the format provided (FILL FORM Y), copies of academic certificates and the requirements set out in Appendix B on the experience of personnel above</p> <p>i) One (1) Team Leader (10 years' relevant experience)</p> <ul style="list-style-type: none"> • CV in required Format – 2 Marks • Certified Copy of Academic Certificate – 2 Marks • Certified Copy of Professional Qualification – 2 Marks • Relevant Experience – 4 Marks <p>ii) Four (4) Technical staff (5years' relevant experience)</p> <ul style="list-style-type: none"> • CV in required Format – 1 Marks • Certified Copy of Academic Certificate – 1 Marks • Certified Copy of Professional Qualification – 1 Marks • Relevant Experience – 2 Marks <p>b. Bidders to provide and undertaking to replace the proposed staff with staff of similar qualification – (5 Marks)</p> <p>c. Provide an organisation Structure clearly outlining where the proposed Key staff fit – (5 Marks)</p>	<p>10 Marks</p> <p>20 Marks</p> <p>5 Marks</p> <p>5 Marks</p>
MARKS FOR CRITERIA 3		40 Marks



4	Technology Transfer/Automation a). Evidence of Capability to provide ERM automation services and to efficiently and effectively Technology Transfer/Training b). Evidence of having an ERM system Manufacture Authorization or Dealership Certificate for implement the system.	5 Marks 5 Marks
	MARKS FOR CRITERIA 4	10Mks
	TOTAL TECHNICAL EVALUATION MARKS	100Mks
	Only Bidders meeting the Minimum Technical Score of 70% Shall proceed to the Financial Evaluation Stage.	

FINANCIAL EVALUATION OF PROPOSAL

Financial Evaluation will be based on Least Cost Basis. The Lowest evaluated bidders will be awarded 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

Technical Proposal Submission

_____ *Date*

To: The Managing Director
Kenya Railways
P. O. Box 30121 00100
NAIROBI - KENYA

Dear Sirs:

WE, THE UNDERSIGNED, OFFER TO PROVIDE CONSULTANCY SERVICES FOR REVIEW OF ENTERPRISE RISK MANAGEMENT POLICY FRAMEWORK AND IMPLEMENTATION IN ACCORDANCE WITH YOUR REQUEST FOR PROPOSAL DATED AND OUR PROPOSAL DATED.....

We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under same envelope.

We are submitting our Proposal in association with: (Insert a list with full name and address of each associated Bidder)

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 2.4.5 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the Consulting Services related to the assignment not later than the date to be agreed during the negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature
Name and Title of Signatory
Name of Bidder
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: Firm/Entity(profiles):	Professional Staff provided by Your
Name of Client:	Clients contact person for the assignment.
Address:	No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Value of Services (Kshs)
Completion Date	Approx. (Month/Year):
Name of Associated Consultants. If any: No of Months of Professional Staff provided by Associated Consultants:	
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services Provided by Your Staff:	

Firm's Name: _____

Name and title of signatory; _____



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.



FORM X

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

A) Methodology

B) Workplan



5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task



FORM Y

6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies:

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

_____ Date: _____
[Signature of staff member]

_____ Date: _____
[Signature of authorized representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____



7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Weeks (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	Weeks (in the Form of a Bar Chart)												Number of weeks	
			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

[1st, 2nd, etc, are weeks from the start of assignment)

	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th	
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	



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1. FINANCIAL PROPOSAL SUBMISSION FORM

Introduction

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Paragraph 2.8 above.

Financial Proposal Submission

(Location, Date)

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the Consulting Services for in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is as follows:

KES (in figures and words)

This amount is Inclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 2.4.5 of the Data Sheet.

We confirm that our prices are inclusive of all taxes. We also confirm that on the award of contract we shall provide KR with a Performance Bond Contract as a condition precedent.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____



2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		_____

3. BREAKDOWN OF PRICE PER ACTIVITY

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



4. BREAKDOWN OF REMUNERATION PER ACTIVITY (Where applicable)

Activity _____ No. _____
 Name: _____

Names	Position	Input (Staff months days or hours as appropriate.)	Remuneration Rate	Amount
(i) Regular staff				
(ii) Consultants				
Grand Total				

5. REIMBURSABLES PER ACTIVITY (Where applicable)

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 (Where applicable)

Activity No. _____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs _____ _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.					
4.	Equipment: computers etc. Software				
	Grand Total				



SECTION V: - TERMS OF REFERENCE

CONSULTANCY FOR REVIEW OF ENTERPRISE RISK MANAGEMENT POLICY FRAMEWORK AND IMPLEMENTATION

1. INTRODUCTION

1. The Organization

Kenya Railways Corporation is a State Corporation established under Cap 397 of the laws of Kenya. Kenya Railways major function is provision of Passenger and Freight Rail Services through development of new railway projects, rehabilitation of existing infrastructure and running rail operations. The Corporation has prime properties and estates and some strategic warehousing for Rail transport in the country.

KR mandate is to;

- a) Provide skills and Technology for the Railway Sector
- b) Provide Efficient and Effective Railway Services
- c) Leverage our assets to grow business
- d) Promotion, Facilitation and Participation in National and Metropolitan Railway Network Development

The Strategic Objectives of KR as per 2017-2022 Strategic Plan are;

- a) To ensure timely review of legal, institutional and regulatory framework to support effective development of railway sector
- b) To construct 498km of SGR and develop 165km of commuter lines
- c) To move annual freight of 22 Million tonnes by 2022, 8 Million Commuter passengers and 2 Million long distance passengers safely, efficiently and to the satisfaction of the customers
- d) To raise Kshs 33.6 Billion revenue from internal resources and maintain a sustainable debt revenue ratio
- e) To develop capacity in 2,500 railway sector labour force and 100 percent work force annually, establish one (1) technology centre and establish a knowledge management system

The Corporation's Organization Structure has the following departments;

- a) Business Development and Operations Department
- b) Infrastructure Development Department
- c) Human Resources and Administration Department
- d) Finance Department



- e) Legal and Board Secretariat Department
- f) Supply Chain Management Department
- g) Research, Planning, Compliance and ICT Department
- h) Security Services Division
- i) Corporate Affairs and Public Relations Division
- j) Internal Audit Department
- k) Railway Training Institute

The Kenya Railways (KR) wishes to engage a competent Consultancy Firm to review its **existing** Enterprise Risk Management Policy/Framework and implementation of the same to enhance the Corporation's ERM Maturity Roadmap.

KR's Enterprise Risk Management implementation efforts have been in effect for the last 7 years. During this period, various activities have been carried out in line with ERM maturity road map that was adopted by the Board and Management.

In order to sustain and enhance continual improvement in ERM, KR has identified specific ERM activities that need to be carried. It is anticipated that these activities shall compliment the ongoing Public Financial Management (PFM) requirements for the need of a more effective corporate governance framework as well as an accountable financial management system.

The Performance Contracting and Quality Management Systems already in place demand a framework that provides a basis for management to effectively deal with uncertainties and associated risks. The continued review and implementation of Institutional Risk Management Framework for Kenya Railways shall therefore enable the Corporation to focus holistically at all the risks which could impact on achievement of strategic objectives as well as service delivery targets.

2. The Objectives of Consultancy Assignment

The Consultant will be expected to:

- Review of the existing ERM Policy and Framework, with a view of assimilating new / emerging trends in ERM in line with best industry practice and regulatory guidelines and/or benchmark existing framework and policies to best practice and standards mainly ISO 31000:Risk Management Standard, Treasury Circular No.3:2009 Institutional Risk Management Policy Framework;
- Assist Management in conducting risk assessment to identify and update KR's key risks profile and develop appropriate risk response strategies for the identified risks
- Assist Management to integrate ERM into KR's operations as captured in KR 2017-22 Strategic plan and QMS Documentations/processes based on ISO 9001:2015.
- Undertake capacity building/Training and ERM knowledge transfer to approximately 200 No Staff including the Board, Management and nominated Risk Champions;



- Providing support to the Enterprise Risk Management (ERM) unit in developing Enterprise Risk Management tools;
- Guide the Corporation in setting up appropriate levels of risk appetite;
- Guide the Corporation on the most appropriate structure for Risk Management Governance;
- Work with the Corporation throughout the full cycle of Enterprise Risk Management implementation;
- Provide advice on automation of ERM.

3). Scope of work

The Consultancy services will cover operations of KR at Head Offices, Standard Gauge Railways (SGR) constructions and operations, Meter Gauge Railways (MGR) Operations, Nairobi Commuter Railways (NCR) Operations and Railways Training Institute (RTI) South B and Kisumu Marine School Campuses and Regional Offices

The specific deliverables for this service will include but not limited to the following;

- 1) The revised / reviewed risk management policy and framework
- 2) The updated Corporation's Master Risk Register and harmonized with QMS Documentations
- 3) Risk appetite and tolerance level statements
- 4) Training/ Capacity Building for staff
- 5) Risk governance Structure
- 6) Advice Report on ERM Automation
- 7) Advice Report on Risk Management Tools

4).Time Requirements

The task is estimated to take **24 Weeks (6 Months)** to Final Report. The Consultant shall advise the Client on any delays that affect achievement of the objectives on time in writing.

No	Report	Deliverables	Timelines
1	Inception report	Inception meetings with Risk Owners, Recognizance visits and agreed/reviewed Work-Plan/ Methodology	4 th week
2	Draft Report	Reviewed ERM Framework, Updated Corporation Risk Register, Capacity Building report, Risk Governance Structure, Advice reports on Risk Management Tools and ERM Automation, Risk appetite and tolerance levels,	20 th week
3	Final Report	Presentation of final reports to the Board with Management inputs	24 th week

5). Contract Manager

The Contract Manager will be **KR ERM & BPR Manager**. The Contract Manager 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 approving payments.

6). Performance Standards

The Consultant undertakes to perform the services with the highest standards of professional and ethical competence and integrity.

7). Confidentiality

The Consultant shall, during the term of this contract and in future, 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.

8). Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

9). Assignment

The Consultant shall NOT assign this Contract or subcontract any portion of it without the Corporation's prior written consent.

10). Terms of Payments

The Professional fees and reimbursable shall be paid as tabulated below upon successful submission of acceptable deliverable reports

No	Report	Deliverables	Amount
1	Inception report	Inception meetings with Risk Owners, Recognizance visits and agreed/reviewed Work-Plan/ Methodology	20% fee
2	Draft Report	Reviewed ERM Framework, Updated Corporation Risk Register, Capacity Building report, Risk Governance Structure, Advice report on Risk Management Tools and ERM Automation, Risk appetite and tolerance levels,	50% fee
3	Final Report	Presentation of Final Reports to the Board with Management inputs	30% fees.

11. Ownership of Materials

Any studies, reports or other materials, graphs, software or otherwise prepared by the Consultant for the Client under the contract shall belong to and remain the properties of the Corporation. The Consultant shall submit the following Inception, Draft and Final reports in three (3) hard copy sets and soft copy report in CD-ROM. All reports shall be in English and prepared on A4 size paper:

SECTION VI:

STANDARD FORMS

Form 1	Standard Form of Contract
Form 2	Letter of Notification of Award
Form 3	Confidential Business Questionnaires
Form 4	Tender Security Form
Form 5	Performance Security Form
Form 6	Bank Guarantee for Advance payment
Form 7	Litigation History
Form 8	Integrity Declaration forms
Form RB1	Public Procurement Administrative Review Form



**FORM 1
REPUBLIC OF KENYA**

STANDARD FORM OF CONTRACT FOR CONSULTING SERVICES

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Special Notes

1. The Lump-Sum price is arrived at on the basis of inputs – including rates – provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs, usually reports. Lump-sum contracts have the simplicity of administration, the Client having only to be satisfied with the outputs without monitoring the staff inputs and should be used for large Assignments in for example Design; Engineering; Supervision and Management Services; Master plans; Economic and Feasibility studies; and Surveys.
2. The Contract includes four parts: Form of Contract, the General Conditions of Contract, the Special Conditions of Contract and the Appendices. The Client using this standard contract should not alter the General Conditions. Any adjustment to meet any specific project features should be made only in the Special Conditions.



CONTRACT FOR CONSULTANT'S SERVICES



**PROVISION OF CONSULTANCY FOR REVIEW OF ENTERPRISE RISK
MANAGEMENT POLICY FRAMEWORK AND IMPLEMENTATION**

BETWEEN

KENYA RAILWAYS)

AND

(Name of the Consultant)

Dated: Day_____ Month _____ Year _____

(iv)

I. FORM OF CONTRACT

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 and the like and all other costs incurred by the Consultant in carrying out the

(xv)

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 Payments for due Additional Services For the purposes of determining the remuneration for additional services as may be agreed under Clause 2.4, a breakdown of the lump 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.

(xvi)

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.

(xvii)



II. SPECIAL CONDITIONS OF CONTRACT

Number of GC Amendments of and Supplements to Clauses in the Clause General Conditions of Contract

1.1(i) The Member in Charge is _____ [name of Member]

1.4 The addresses are:

Client: _____

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(_____) [date].

Note: 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

2.2 The date for the commencement of Services is to be advised [date]

2.3 The period shall be _____ [length of time].

Note: Fill in the period, eg, twenty-four (24) months or such other period as the Parties may agree in writing.

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 according to the following schedule:

- 20% percent of the lump-sum amount shall be paid upon submission of the inception report.
- 50% percent of the lump-sum amount shall be paid upon submission of the draft final report.
- 30% percent of the lump-sum amount shall be paid upon approval of the final report.

(xix)

III. 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 SUB CONSULTANTS

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 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 E – SERVICES AND FACILITIES PROVIDED BY THE CLIENT

(xx)



FORM 2

NOTIFICATION OF INTENTION TO ENTER INTO A CONTRACT

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.
4. Please note that this Notification does not constitute a Contract.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER



FORM 3 - CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

You are advised that it is a serious offence to give false information on this form.

<p>Part 1 General</p> <p>Business Name</p> <p>Location of Business Premises</p> <p>Plot No, Street/Road.....</p> <p>Postal address Tel No. Fax Email</p> <p>.....</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs.</p> <p>Name of your bankers</p> <p>.....</p>

Branch.....

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p> <p>.....</p>																				
	<p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
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1.																		
2.																		
3.																		
4.																		
	<p>Date.....Signature of Candidate.....</p>																				



FORM 4 -TENDER SECURITY FORM

Whereas[name of the tenderer]

(Hereinafter called "the tenderer") has submitted its tender dated.....[date of submission of tender] for the provision of

[Name and/or description of the services]

(Hereinafter called "the Tenderer").....

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

Of.....having registered office at

[Name of procuring entity](Hereinafter called "the Bank")are bound unto.....

[Name of procuring entity](Hereinafter called "the procuring entity") in the sum of

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this_____ day of 20_____.

- THE CONDITIONS of this obligation are:
1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
(a) fails or refuses to execute the Contract Form, if required; or
(b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

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

[signature of the bank]

(Amend accordingly if provided by Insurance Company)



FORM 5 - PERFORMANCE SECURITY FORM

To:

[Name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20____ to

supply.....

[Description services](Hereinafter called "the contract")

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]



(Amend accordingly if provided by Insurance Company)



FORM 6

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,.....

[name and address of tenderer][hereinafter called "the tenderer"] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of
[amount of guarantee in figures and words].
We, the

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding
[amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]



Bidder must fill in the form whether they have Litigation or not

FORM 7-LITIGATION HISTORY

Name of Contract Supplier

Contractors/Suppliers should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

YEAR	AWARD FOR OR AGAINST	NAME OF CLIENT, CAUSE OF LITIGATION AND MATTER IN DISPUTE	DISPUTED AMOUNT (CURRENT VALUE, KSHS. EQUIVALENT)

AUTHORIZED SIGNATURE.....

DATE:.....

STAMP:.....

Integrity Declaration

UNDERTAKING BY TENDERER ON ANTI – BRIBERY POLICY / CODE OF CONDUCT AND COMPLIANCE PROGRAMME

1. Each Tenderer must submit a statement, as part of the Tender documents, in either of the two given formats which must be signed personally by the Chief Executive Officer or other appropriate Senior Corporate Officer of the Tendering Company and where relevant, of its subsidiary in the Kenya. If a Tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.
2. Tenderers will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the Tenderer may cover the subcontractors and consortium partners in its own statement, provided the Tenderer assumes full responsibility.
3.
 - a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.
 - b) Each Tenderer will make full disclosure in the Tender documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the Tender and, if successful, the implementation of the contract.
 - c) The successful Tenderer will also make full disclosure [quarterly or semi-annually] of all payments to agents and other third parties during the execution of the contract.
 - d) Within six months of the completion of the performance of the contract, the successful Tenderer will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that they are sufficient to establish the legitimacy of the payments made.
 - e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.
4. Tenders which do not conform to these requirements shall not be considered.
5. If the successful Tenderer fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:
 - a) Cancellation of the contract;



- b) Liability for damages to the public authority and/or the unsuccessful competitors in the Tendering possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated).
6. Tenderers shall make available, as part of their Tender, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their-general or project - specific - Compliance Program.
7. The Government of Kenya has made special arrangements for adequate oversight of the procurement process and the execution of the contract, and has invited Civil Society and other competent Government Departments to participate in the oversight. Those charged with the oversight responsibility will have full access to all documentation submitted by Tenderers for this contract, and to which in turn all Tenderers and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a Tenderer may be disclosed to another Tenderer or to the public).



Form 8, ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE

(Sections 62 of Public Procurement and Assets Disposal, Act 2015)

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name and Title of Signatory.....



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*)
ofdated the...day of20.....in the matter of Tender
No.....of20...

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 of20.....

SIGNED
Board Secretary