



MINISTRY OF INDUSTRY, TRADE AND CO-OPERATIVES

State Department for Co-operatives

REQUEST FOR PROPOSAL

TENDER NO: Ref No: SDC/SCM/004/2021/2022

**CONSULTANCY SERVICE FOR TRAINING OF SDC O-OPERATIVE
OFFICERS ON CO-OPERATIVE MANAGEMENT INFORMATION
SYSTEM (CMIS)**

SEPTEMBER 2021

INTRODUCTION

1. This Standard Request for Proposals (SRFP) has been prepared for use by public entities in Kenya in the procurement of consultancy services and selection of consultants.

2. The SRFP includes Standard form of Contract for Large Assignments and small assignment which are for lump sum or time-based payments.

3. A separate SRFP has been provided for selection of individual professional consultants.

4. The General Conditions of Contract should not be modified and instead the Special Conditions of Contract should be used to reflect the unique circumstances of the particular assignment. Similarly, the information to consultants should only be clarified or amended through the Appendix to information to consultants.

5. This SRFP document shall be used where a shortlist of consultancy firms already exists or has been obtained through a shortlist after an advertisement of Expression of Interest for Consultancy required.

SECTION I - LETTER OF INVITATION

The State Department for Co-operatives seeks to procure consulting firms with adequate capacity to undertake **Consultancy services for training of SDC Co-operative officers on Co-operative Management Information System(CMIS)** – Tender Number- **SDC/SCM/004/2021-2022**.

Technical and financial proposals are therefore invited from eligible consulting firms to undertake the exercise.

The Tender documents with further detailed information may be obtained from **the Supply Chain Management Office, NSSF Building, 16th Floor, Eastern Wing, during working hours (8.00 a.m. – 5.00 p.m.)**, upon payment of a non-refundable fee of Kenya Shillings One Thousand (Kshs.1000/=) per set of the Tender document, payable at the **Cash Office, NSSF Building Block B, 10th floor or a banker's cheque**.

Interested bidders may download tender documents from the following link **www.ushirika.go.ke** or **www.supplier.treasury.go.ke** and submit the same free of charge.

The evaluation criteria shall be as prescribed in the tender documents.

Prices quoted **must** include all taxes, be expressed in Kenya Shillings and remain valid for a period of 120 days from the tender opening date. Bid securities from reputable Banks and approved Insurance Firms, where required, will be as stated in the bid documents.

All bids **must** be accompanied by a bid security of not less than the indicated amount in each tender document.

Completed and subsequently serialized proposals, in plain sealed envelopes, without indication of the sender, clearly marked Tender name and number should be addressed and delivered to:-

**The Principal Secretary,
State Department for Co-operatives
P.O. Box 30547 – 00100,
NAIROBI**

Or be deposited in the Tender Box at NSSF Building, Block 'A' Eastern Wing 16th Floor, at the main reception area so as to be received on or before **Wednesday 29th September, 2020 at 10.30am**.

Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend. Late tenders shall not be accepted.

Dear Sir/Madam,

RE: REQUEST FOR PROPOSAL

1.1 State Department for Co-operatives invites proposals for the following Consultancy Service for training co-operative officers on CMIS.

1.2 The request for proposals (RFP) includes the following documents:

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

1.3 Upon receipt, please inform us

- (a) that you have received the letter of invitation
- (b) whether or not you will submit a proposal for the assignment

Yours sincerely,

Principal Secretary–State Department for Co-operatives

2.0 INFORMATION TO CONSULTANTS (ITC)

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

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

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.

- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

- 2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.
- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "A" specifies otherwise.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- 2.4.5 The Proposal must remain valid for 60 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete

negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

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

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

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

2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL,**" and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix "ITC" and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**"

2.5.4 The completed Technical and Financial Proposals must be 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.

2.6 Evaluation of Technical Proposal

2.6.1 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:

Mandatory Requirements

1. Incorporation Certificate/Business Registration Certificate
2. Tax Compliance Certificate
3. Submit a bid bond/security (2% of the value of the bid) from a reputable bank or an insurance company approved by Public Procurement Regulatory Authority (PPRA)
4. Provide certified litigation clearance form
5. Provide CR12
6. Duly signed technical proposal
7. Declaration that you are not insolvent, in receivership, bankrupt or in the process of being wound up
8. Submit a duly completed Confidential Business Questionnaire
9. Provide a self-declaration that they are not debarred from participating in the Public Procurement
10. A declaration that he has not and will not be involved in corrupt or fraudulent practices.
11. Certification by an accredited body

Evaluation Criteria

TECHNICAL EVALUATION CRITERIA				
No	Category	Sub Category	Marks	MAX. POINT
A	WORK EXPERIENCE	Proof of Specific experience of the consultant related to the assignment	10	15
		Proof of similar assignments -Training consultancy	5	
B	METHODOLOGY	Technical Approach-Suitability of proposed training modules.	15	60
		Methodology and schedule of the main activities of the assignment including delivery dates, progress reports and delivery of the final report (Clarity of methodology and Work plan)	25	
		Training Venue and conference services	10	
		provide each participant with training	10	

		equipment/materials-step by step tutorials for each of the 17 functionalities and EDMS		
C	QUALIFICATIONS AND COMPETENCE OF STAFF	Managerial and Key Personnel Competency Profile Suitability/adequacy for the assignment: profile of three Consultants, general experience, level of education and training, experience in comparable assignment, knowledge of the industry (Provide relevant CV's for at least 3 staff besides the Lead Consultant who will be assigned to this project (specify their position in the company and the respective role to be undertaken in the event the firm is successful).	10	25
		Qualifications of Lead Consultant:	3	
		i. Postgraduate qualification in information, communication and technology or related area	3	
		ii. A minimum of 5 years' experience in developing and facilitating trainings, particularly Training of Trainers (ToT)	5	
		iii. Demonstrated experience and success in delivering similar courses (samples of training materials and reports previously developed).	4	
iv. At least three referees for similar work done in the last three years (provide evidence)				
Total Technical Score				100

The minimum technical score required to proceed to financial evaluation is 70 Marks

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".

2.7 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 10% of the original contract price
- 2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Negotiations

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

2.10 Award of Contract

- 2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.
- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “A”.

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

2.11 Confidentiality

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

2.12 Corrupt or fraudulent practices

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

Appendix to information to consultants

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.

Clause Reference

2.1 The name of the Client is: State Department for Co-operatives.

2.1.1 Technical and Financial Proposals are requested: Yes ___No ___

The name, objectives, and description of the assignment are provided in the terms of reference.

2.1.2 A pre-proposal conference will be held: Yes _____ No ___

The names, addresses and telephone numbers of the Client's official(s) are:

Commissioner for Cooperatives Development, P.o Box 30547 -00100 Nairobi, Tel 020-2731531-9

2.1.3 The Client will provide the following inputs: Details provided in Pg 22-26

2.1.4 The estimated number of professional staff months required for the assignment is; Details provided in Pg 22-26

2.1.5 The minimum required experience of proposed professional staff is Details provided in Pg 22-26

2.1.6 Training is a specific component of this assignment:

Yes ___ No _____

2.1.7 Additional information in the Technical Proposal includes: Details provided in Pg 17-18

2.1.8 Consultants must submit an original and two (2) additional copies of each proposal.

2.1.9 The proposal submission address is: P.O Box 30547 -00100 Nairobi Information on the outer envelope should also include: **Ref No: SDC/SCM/4/2021-2022**

2.2.0 Proposals must be submitted no later than the following date and time: **29nd September, 2021.**

2.2.1 The address to send information to the Client is: State Department for Co-operatives, P.O. Box 30547 -00100.

2.2.2 The minimum technical score required to pass *is 70* Marks

1.2.3 The assignment is expected to commence on by October, 2021 or any other date provided by the employer.

SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultant's own risk and may result in rejection of the consultant's proposal.

3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.

3.3 A training programme indicating the course content/modules to be submitted as part of the technical proposal.

3.4 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.

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1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

To: _____ [Name and address of Client)

Ladies/Gentlemen:

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

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

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

:

_____ [Name of Firm]

:

_____ [Address:]

2. FIRM'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

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

Firm's Name: _____

Name and title of signatory; _____

CONSULTANT TO CONDUCT A TRAINING COURSE ON THE CO-OPERATIVE MANAGEMENT INFORMATION SYSTEM (CMIS)

1. Background

The core function of the State Department for Co-operatives is to oversee the development of economically viable co-operative societies through formulation and enforcement of policy as well as legal and regulatory framework that meet the aspirations of the co-operative movement.

The State Department is taking measures to revitalize the co-operative sector through improved corporate governance to enhance service delivery to co-operative members.

The use of manual systems and work processes makes it difficult for the State Department to effectively respond to the needs of stakeholders and achieve its mandate as required.

To address this problem, the State Department has developed an integrated Co-operative Management Information System (CMIS) to transform its systems from analogue to digital and services from manual to online.

To fully operationalize the CMIS, the State Department is seeking the services of a consultant to provide training services to users to upscale and optimize utilization of the system. The trainees will be drawn from the State Department for Co-operatives. The proposed number is 25 officers as TOTs to train county co-operative officers and staff from the co-operative societies.

2. Objective

The main objective of this training is to build the capacity of the co-operative officers to enable smooth transfer of information and services from manual to digital and online respectively.

3. Scope of Work

The service provider will be expected to train 25 co-operative officers (HQs) in all aspects of the system from general usage and maintenance, in 17 functionalities listed below making them TOT's. In addition, the service provider will train the officers on electronic document management system (EDMS). The consultant shall also facilitate the ToT's undertake one on one onsite training of the county co-operative officers manning the sub-counties in the 47 counties at least one officer in each sub-county in a programme to be provided by SDC as well as supply of equipment as per the specifications.

The training provided should ensure that: -

- i. Officers who will manage the functions of uploading the data are able to do so and understand the workflow.
- ii. Officers who will man and oversee CMIS are sufficiently versed in the navigational aspects of the portal and are able to access information as required.

- iii. Officers who support users and other stakeholders in the cooperative movement have sufficient skills to do that effectively
- iv. The trained officers should be able to train the county staff and the co-operative movement users of the system.
- v. They should be able to digitize all the co-operatives functions/needs under the EDMS.
- vi. The officers shall be the front-line assistants to CMIS users nationally.
- vii. The consultant shall set up a functional help desk at SDC HQs to be manned by his staff for 12 months until he hands-over the system when the trained officers are ready to take over this function.
- viii. The consultant shall prepare and develop training booklet and manuals detailing complete and detailed step by step process for each function and print copies for dissemination in the 47 county offices both in Hard and soft copies
- ix. Supply equipment as per the specifications

As part of the training, relevant materials should be developed including user manuals in both soft and hard copies and other technical support procedure manuals.

The training will also cover technical procedures and processes of registration, amendment of by-laws, and filing of returns (audit reports, indemnity forms, wealth declaration forms, monthly notification of remittances, borrowing powers and annual returns).

The consultant will procure the venue, conference facilities, accommodation and transport for the trainees. The venue for the training will be a government institution. The client will facilitate 2 SDC officers to supervise the training.

The consultant will provide facilitators and training materials. The intensive training will take a minimum of ten (10) calendar days in a specialized offsite setup complete with Computers afterwards an onsite training and support shall be availed to SDC staff to prepare for counties onsite training.

At the end of the training, the participants should be able to facilitate provision of the following services online.

- i. Registration of Co-operative Societies
- ii. Registration of amendment of by laws
- iii. Name searches
- iv. Official searches
- v. Registration of charges and debentures
- vi. Registration of co-operative audit
- vii. Filing of annual returns
- viii. Filing of indemnity

- ix. Filing of wealth declaration forms
- x. Application of approval of co-operative trainers
- xi. Search of institutions approved as co-operative trainers
- xii. Application for registration as co-operative auditor
- xiii. Application for approval of maximum borrowing powers
- xiv. Filing of Co-operatives non-remittances by employers
- xv. Filing of Co-operatives remittances
- xvi. Filing of complaints and feedback
- xvii. Issuance of agency notices

4. Deliverables

- i. An inception report which details the methodology and timelines associated with this consultancy to be submitted within two weeks of signing the contract.
- ii. All presentations and support training materials to be copied on a CD or memory stick and hard copies for distribution to participants by the end of the training.
- iii. Proof of having carried out the practical part of the training (pictorial, videos, technical questionnaires, training manuals and attendance lists) for both SDC ToT's and Counties
- iv. A simple and concise step by step guidebook for navigating the CMIS.
- v. The final report on the training including attendance lists and a thorough evaluation of the training including assessment of the candidates. The successful candidates to be issued with certificates of participation.

5. Time frame

The consultancy shall be executed within 45 days after signing the contract.

6. Responsibilities

The State Department for Co-operatives shall provide the necessary support to the consultant for the smooth delivery of the assignment. SDC will identify the trainees and supervise the exercise.

The consultant shall be expected to ensure timely delivery of the assignment as per the contract and to provide the training using the personnel specified in the contract document. The consultant shall also provide a lead consultant to act as the focal person.

7. Qualifications:

The following skills and knowledge are necessary to carry out the consultancy:

- i. The lead consultant shall possess a postgraduate qualification in information, communication and technology or related area.
- ii. A minimum of 5 years' experience in developing and facilitating trainings, particularly training of trainers.
- iii. Demonstrated experience and success in delivering similar courses (samples of training materials and reports previously developed, at least three referees for the work done in the last three years).

8. Payment

Payment shall be made in Kenya shillings unless otherwise specified.

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

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

Proposed Position: _____

Name of Firm: _____

Name of Staff:

Profession:

Date of Birth:

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

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

_____ Date:

[Signature of staff member]

_____ Date;

[Signature of authorised representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

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

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

9. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

[1st, 2nd, etc, are months 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	

VENUE OF THE EXERCISE

(Should be convenient)

Sno.	NAME OF THE FACILITY	LOCATION
1		
2		
3		
4		
5		
6		

The consultant shall also supply the following equipment as per the attached specifications.

Recommended minimum specifications for ICT Equipment.

1. Branded Desktop computers (20 No.)	
Feature	requirement
Processor and Logic	Intel Core i5 Processor (8-Core 8MB cach 2.2GHZ)
System Memory	8 GB DDR4, 2666MHz Memory
Storage SubSystem	256 GB HDD (M.2 PCIe NVMe Solid State Drive) + 1TB SATA Hard Drive
Form Factor	Micro Tower
Display	19" LED-Backlit LCD Monitor (Same brand as CPU) with energy star rating
Graphics	Intel UHD Graphics 500 with shared graphics memory
Optical Drives	Internal DVD Writer
KeyBoard	USB Enhanced Keyboard
Pointing Device/Mouse	USB Optical Mouse
Audio	- Stereo audio system with inbuilt speakers

	- 2 x Audio Ports : headphones & microphones
Communication Interface	Integrated Gigabit Ethernet card 10/100/1000 Mbps
I/O Interfaces Port	<ul style="list-style-type: none"> - 4 x USB 3.2 Gen1 Type A port (2 front & 2Rear) - 4 USB 2.0 (2 front & 2Rear) - 1 X VGA Port - 1 x RJ 45 Ethernet Jack - 1 x HDMI out - Media Card Reader - Audio Combo Jack (Front) - Line-out (Rear) -
Optical System	Genuine Windows 10 Professional, 64 bit pre-installed (with licensed DVD or Recovery Disk)
Software	Microsoft Office Professional 2019 or later With Genuine License
Power Supply	One (1) Year Warrant

2. LAPTOP COMPUTER (20 No.)	
Feature	requirement
Processor & Core Logic	Intel Core™ i7 – (4.9 GHz, 8MB L3 cache, 4 cores)
Graphics	Intel UHD Graphics
System Memory	16 GB DDR4 SDRAM (1 X 16 GB)
Memory Slots	2
Storage Sub-System	512 GB PCIe NVMe™ SSD

Keyboard and Pointing Device	Full-size, spill resistant keyboard; Click pad with multi-touch gesture support
Audio	Stereo speakers, integrated Microphone
Integrated fingerprint reader	
Webcam	Built-in HD Webcam
Wireless Technology	Intel 802. 11ac (2x2) WLAN and Bluetooth 5 Combo
Display	14” diagonal, FHD, IPS, ant-glare screen
I/O Interface ports	<ul style="list-style-type: none"> - 1 * USB 3.1 Type-C™ - 2 * USB 3.1 Gen 1 - 1 * USB 2.0 (power port) - 1 * HDMI - 1 * RJ 45 - 1 * Headphone/micr ophone combo - 1 * AC power - 1 * SD Support SD, SDHC, SDXC
Operating System	Genuine Windows 10 Professional 64 bit Pre-installed (with Licensed DVD or Recovery Disk)
Software	Microsoft Office Professional 2019 or later with Genuine license, Latest Compatible Antivirus (Licensed) Either Kaspersky, Norton or Eset NOD 32)
Accessories	High Quality laptop bag (backpack) usb mouse, External AC Power adapter
Power sub-System	45 WHr Long-life internal Battery
Warranty	One (1) year, proof of warrant MUST be provided

3. PORTABLE PROJECTOR (2 NO.)

Feature	Requirement
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Color	White / Black
Projection System:	3LCD Technology, RGB liquid crystal shutter
LCD Panel:	0.59 inch with C2 Fine
Colour Light Output:	4500 Lumen- 2,200 Lumen (economy)
White Light Output:	4500 Lumen - 2,200 Lumen (economy)
Resolution:	WXGA, 1280 x 800, 16:10
High Definition:	HD ready
Aspect Ratio:	16:10
Contrast Ratio:	10,000 : 1
Light source:	Lamp: 206 W, 4,000 h durability, 7,000 h durability (economy mode)
Keystone Correction	Auto vertical: $\pm 30^\circ$, Manual horizontal $\pm 30^\circ$
Colour Processing:	10 Bits
2D Vertical Refresh Rate:	100 Hz - 120 Hz
Colour Reproduction:	Upto 1.07 billion colours
Projection Ratio:	1.04 - 1.26:1
Zoom:	Manual, Factor: 1 - 1.2
Image Size:	30 inches - 300 inches
Projection Distance Wide:	0.7 m - 6.8 m
Projection Distance Tele:	0.8 m - 8.2 m
Projection Distance Wide/Tele:	1.35 m - 1.62 m (60 inch screen)
Projection Lens F Number:	1.58 - 1.7
Focal Distance:	13.52 mm - 16.22 mm
Focus: Manual Offset:	Manual Offset: 10 : 1
USB Display Function:	3 in 1: Image / Mouse / Sound

Interfaces:	USB 2.0 Type A, USB 2.0 Type B, VGA in, HDMI in, Composite in, Stereo mini jack audio in, MHL, Wireless LAN IEEE 802.11b/g/n, Wireless LAN b/g/n (2.4GHz), Bluetooth
Projection App:	Ad-Hoc / Infrastructure
Security:	Kensington lock, Wireless LAN security, Password protection
AV mute slide, Built-in speaker, Document Camera Compatible, Home Screen, Instant on/off, JPEG Viewer, Long lamp life, MHL audio/video interface, PC Free, iProjection App for Chromebook, Quick Corner, Split-Screen-Function, Wireless LAN capable, iProjection App	
Video Colour Modes:	Blackboard, Cinema, Dynamic, Presentation, sRGB, DICOM SIM
High-definition HDMI TO HDMI ADAPTOR CABLE	10 METRES
Warranty:	1 Year

4.

4. Medium Duty Shredder (5No.)	
Minimum specifications	<ul style="list-style-type: none"> • Auto Feed feature for maximum of 60sheets (80 gsm) or 65 sheets (70 gsm) • Shred up to 5 sheets through the manual feed slot • P-3, 4x45mm cross cut pieces • Shreds credit cards, staples and paper clips • 15L bin capacity, 100 A4 sheets • Sleep mode after 2 minutes of non use • Ultra quiet operation < 60 DbA

5. HEAVY DUTY DUST BLOWER (3No.)	
Minimum specifications	<ul style="list-style-type: none"> • Voltage: 230V. • Power: 600W. • No Load Speed: 0-16000 rpm. • Air Volume: 3.5m³ / min.

	<ul style="list-style-type: none"> • Cord Length: 3 Meters. • Color : Black/White • Black and Decker
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6. MEDIUM DUTY LASERJET PRINTER WITH TONER (10No.)	
Minimum specifications	<p>Functions: Print</p> <p>First page out (ready) black: As fast as 6.6 sec</p> <p>Resolution (black): Up to 1200 x 1200 dpi</p> <p>Resolution technology: HP FastRes 1200, HP ProRes 1200</p> <p>Monthly duty cycle: Up to 30,000 pages</p> <p>Recommended monthly page volume: 250 to 2500</p> <p>Print Technology: Laser</p> <p>Display: LED</p> <p>Processor speed: 800 MHz</p> <p>Number of print cartridges: 1 Black</p> <p>Replacement cartridges: HP 30A Original Black LaserJet Toner Cartridge CF230A (~1600 pages); HP 30X Original Black LaserJet Toner Cartridge CF230X (~3500 pages); HP 32A Original LaserJet Imaging Drum CF232A (~23000 pages)</p> <p>Replacement cartridges: HP 30A Original Black LaserJet Toner Cartridge CF230A (~1600 pages); HP 30X Original Black LaserJet Toner Cartridge CF230X (~3500 pages); HP 32A Original LaserJet Imaging Drum CF232A (~23000 pages)</p> <p>Print languages: PCL5c; PCL6; PS; PCLm; PDF; URF; PWG</p>

	<p>Automatic paper sensor: No</p> <p>Paper trays, standard: 1 Main tray and plus 10 sheet priority tray</p> <p>Paper trays, maximum: 1 Main tray and plus 10 sheet priority tray</p> <p>Mobile Printing Capability: HP ePrint; Wi-Fi Direct printing; AirPrint1.5 with media presence sensor; Google Cloud Print™ 2.0; HP Smart App</p> <p>Connectivity, standard: 1 Hi-Speed USB 2.0; 1 Ethernet 10/100 network; Wireless</p> <p>Network ready: Standard (built-in Ethernet, Wi-Fi 802.11b/g/n)</p> <p>Ports: 1 Hi-Speed USB 2.0; 1 Ethernet 10/100 network</p> <p>Security management: Password-protected network embedded Web server; enable/disable Network ports; SNMPv1 community password change</p> <p>Memory, standard: 256 MB</p> <p>Memory, maximum: 256 MB</p> <p>Printer management: HP Printer Assistant (UDC); HP Utility (Mac); HP Device Toolbox; HP JetAdvantage Security Manager</p> <p>Supported network protocols: TCP/IP: IPv4; IPv6; IP Direct Mode; LPD; SLP; Bonjour; WS-Discovery; BOOTP/ DHCP/ AutoIP; WINS; SNMP v 1/2/3; and HTTP/HTTPS</p> <p>Hard disk: None</p> <p>Paper handling input, standard: 250-sheet input tray, 10-sheet priority tray</p> <p>Paper handling output, standard: 150-sheet</p>
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	<p>output tray</p> <p>Duplex printing: Automatic (standard)</p> <p>Finished output handling: No</p> <p>Media sizes supported: nA4; A5; B5 (JIS); A6</p> <p>Media sizes, custom: 3 x 5 to 8.5 x 14 in</p> <p>Media types: Paper (laser, plain, photo, rough, vellum), envelopes, labels, cardstock, postcards</p> <p>Supported media weight: 16 to 43 lb</p> <p>Media weights by paper path: 60 to 163 g/m²</p> <p>Power: 110-volt input voltage: 110 to 127 VAC (+/- 10%), 60 Hz/50 Hz, 5.4 A</p> <p>Print speed, black (normal): Up to 30 ppm</p> <p>Power consumption: 480 watts (active printing), 1.9 watts (ready), 0.5 watts (sleep), 0.8 watts (Auto Off/Wake on USB, enabled at shipment) [5,17]</p> <p>Operating temperature range: 59 to 90.5°F</p> <p>Operating humidity range: 30 to 70% RH</p> <p>Dimensions (W X D X H): 14.6 x 16 x 8.8 in</p> <p>Dimensions Maximum (W X D X H): 14.6 x 24.6 x 14.2 in</p> <p>Weight; 15.2 lb</p> <p>Package weight: 20.2 lb</p>
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7.LAPTOP COMPUTER & SOFTWARE FOR THE BLIND (2No)

1. Evo E10: Daisy player
2. JAWS screen reader Version 2020
3. Computer with the following specifications:

Specification

JAWS Home Edition and JAWS Professional	Windows® 10
Processor speed	Minimum 3.0 GHz processor
Memory (RAM)	4 GB recommended (64-bit)
Required hard disk space	1.6 GB required during installation 20 MB to 690 MB required per voice for installing Vocalizer Expressive, Vocalizer Direct, or RealSpeak Solo Direct voices (file sizes will vary depending on the voice installed)
Video	A display adapter capable of at least 800 x 600 screen resolution with 16-bit color
Sound	Windows compatible sound card (for speech)

4. BrailleNote touch + bt 32 running google's oreo driven by Keysoft
5. Head phones with noise cansellation
6. The pearl camera with ocr for scanning print documents

8.Network Cable CAT 6A(Siemon) – (2N0. Rolls)

Specification	<ul style="list-style-type: none"> - Siemon Cat 6A UTP Pure Copper Ethernet Cable 305M - RJ45 – (5 PACKETS OF 100 PIECES)
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9. Crimping tool (3No.)

Specification	AICO RJ45 Network Crimping Tool, Cable Tester, Stripper
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	Germany /EU make model
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10. S-TEK FULL Networking Toolkit (5 Pieces)	
specification	<ul style="list-style-type: none"> • 5pcs Socket Set: 3/16”, 1/4”, 5/16”, 11/32”, 3/8” • 5pcs Socket Set: 6, 7, 8, 9, 10 mm • 14-Bits Include: 4pcs Square :S0, S1, S2, S3 5pcs Star: T8, T10, T15, T20, T25 2pcs Slotted: 4mm, 6mm. 2pcs Philips: PH1, PH2 1PC Bit Adaptor for Socket • Bit Holder • 9pcs Allen Wrenches • 6pcs Precision Screwdriver Set • Soldering Iron • IC Extractor • 5" Wire Cutter / Stripper • 4 1/2" Side Cutter • 5" Long Nose Pliers • Solder Reel • Solder Wick • Flashlight • Battery • Knife • 3-Claw Parts Retriever • Reverse Action Tweezers • Electronic Tape • Electronic Voltage Tester • Blow Mold Case 1 x Network Crimper 1 x Cable Tester 1 x Wire Stripper 100 x RJ45 RJ-45 CAT5 Modular Plug Network Connectors Cable Tester +Crimp Crimper Pliers +100 RJ45 Cat5 Cat5e Connector Plug Network Tool Kits with Oxford Bag
11.CISCO CATALYST NETWORK SWITCHES 24 PORT (4 No.)	<p>Switching capacity 92 Gbps on 24-port Gigabit Ethernet model</p> <p>Stacking bandwidth 480Gbps</p> <p>Total number of MAC addresses 32000</p> <p>Total number of IPv4 routes (ARP plus learned routes) 24000</p> <p>DRAM 4GB</p>

	Flash 2 GB VLAN IDs 4000 Total Switched Virtual Interfaces (SVIs) 1000 Jumbo frame 9198 bytes Number of access points per switch/stack 100 Number of wireless clients per switch/stack 2000 Total number of WLANs per switch 64 Wireless bandwidth per switch - Up to 20 Gbps on 24-port Gigabit Ethernet model Supported Aironet access point series - 3600, 3500, 2600, 1600, 1260, 1140, 1040 Model- forwarding rate INCLUSIVE OF ALL SFP MODULES ONE YEAR WARRANTY
KASPERSKY ENTREPRISE SECURITY SUITE ANTIVIRUS (400No.)	400No. USER LICENSES RENEWABLE ANNUALLY FOR SDC

<p>IPAD PRO 11” (5NO.)</p>	<p>128GB, Wi-Fi + Cellular models, iPad Pro, USB-C Charge Cable (1 meter), 20W USB-C Power Adapter, Liquid Retina display</p> <p>11-inch (diagonal) LED backlit Multi-Touch display with IPS technology</p> <p>2388-by-1668-pixel resolution at 264 pixels per inch (ppi)</p> <p>ProMotion technology</p> <p>Wide color display (P3)</p> <p>True Tone display</p> <p>Fingerprint-resistant oleophobic coating</p> <p>Fully laminated display</p> <p>Antireflective coating</p> <p>1.8% reflectivity</p> <p>600 nits max brightness</p> <p>Supports Apple Pencil (2nd generation)</p> <p>8-core CPU with 4 performance cores and 4 efficiency cores</p> <p>8-core GPU</p> <p>16-core Neural Engine</p> <ul style="list-style-type: none"> • 8GB RAM on models with 128GB, Pro camera system: Wide and Ultra Wide cameras • Wide: 12MP, <i>f</i>/1.8 aperture • Ultra Wide: 10MP, <i>f</i>/2.4 aperture, and 125° field of view • 2x optical zoom out • Digital zoom up to 5x • Five-element lens (Wide and Ultra Wide) <p>Brighter True Tone flash</p> <p>Panorama (up to 63MP)</p> <p>Sapphire crystal lens cover</p> <p>Autofocus with Focus Pixels (Wide)</p> <p>Smart HDR 3</p> <p>Wide color capture for photos and Live Photos</p> <p>Lens correction (Ultra Wide)</p> <p>Advanced red-eye correction</p> <p>Photo geotagging</p> <p>Auto image stabilization</p>
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	<p>Burst mode</p> <p>Image formats captured: HEIF and JPEG</p> <p>4K video recording at 24 fps, 25 fps, 30 fps, or 60 fps (Wide)</p> <p>1080p HD video recording at 25 fps, 30 fps, or 60 fps</p> <p>720p HD video recording at 30 fps</p> <p>2x optical zoom out</p> <p>Audio zoom</p> <p>Brighter True Tone flash</p> <p>12MP Ultra Wide camera, 122° field of view <i>f</i>/2.4 aperture</p> <p>Portrait mode with advanced bokeh and Depth Control</p> <p>Portrait Lighting with six effects (Natural, Studio, Contour, Stage, Stage Mono, High-Key Mono)</p> <p>Animoji and Memoji</p> <p>Smart HDR 3</p> <p>1080p HD video recording at 25 fps, 30 fps, or 60 fps</p> <p>Cellular and Wireless</p> <p>All models</p> <p>802.11ax Wi-Fi 6; simultaneous dual band (2.4GHz and 5GHz); HT80 with MIMO</p> <p>Bluetooth 5.0 technology</p> <p>Nano-SIM</p> <p>Built-in GPS/GNSS</p> <p>Cellular</p> <p>Face ID, LiDAR Scanner, Three-axis gyro, Accelerometer, Barometer, Ambient light sensor</p> <p>Thunderbolt / USB 4 port with support for:, Charging, DisplayPort</p> <p>Thunderbolt 3 (up to 40Gb/s, USB 4 (up to 40Gb/s), USB 3.1 Gen 2 (up to 10Gb/s)</p> <p>iPad Pro 11-inch</p> <p>Built-in 28.65-watt-hour rechargeable lithium-polymer battery</p> <p>iPadOS 14</p> <p>office compatible for MACOS</p> <p>Leather executive ipad casing</p>
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**SECTION VI:
STANDARD FORMS OF CONTRACT**

- a. ANNEX I – LARGE ASSIGNMENTS (LUMP-SUM PAYMENTS)
- b. ANNEX II – LARGE AND SMALL ASSIGNMENTS (TIME -BASED PAYMENTS)
- c. ANNEX III – SMALL ASSIGNMENTS (LUMP-SUM PAYMENTS)

NOTES

- 1. LARGE ASSIGNMENT _____ Exceeding Ksh 5,000,000
- 2. SMALL ASSIGNMENT _____ Not exceeding Ksh. 5,000,000
- 3. TIME BASED PAYMENT ___ Time based fixed fee Exact duration of contract not fixed
- 4. LUMP-SUM PAYMENT _____ Stated fixed contract sum.

(xxi)

ANNEX II
SAMPLE CONTRACT FOR CONSULTING
SERVICES

LARGE ASSIGNMENTS
AND
Small Assignments

Time-Based Payments

**SAMPLE CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS
TIME-BASED PAYMENTS**

CONTRACT

This Agreement [hereinafter called “the Contract”) is entered into this _____ *[Insert starting date of assignment]*, by _____ and _____ between

_____ *[Insert Client’s name]* of [or whose registered office is situated at] _____ *[insert Client’s address]*(hereinafter called “the Client”) of the one part AND

_____ *[Insert Consultant’s name]* of [or whose registered office is situated at] _____ *[insert Consultant’s address]*(hereinafter called “the Consultant”) of the other part.

WHEREAS, the Client wishes to have the Consultant perform the Services [hereinafter referred to as “the Services”, and

WHEREAS, the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Consultant shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract.
 - (ii) The Consultant shall provide the reports listed in Appendix B, “Consultant’s Reporting Obligations,” within the time periods listed in such Appendix and the personnel listed in Appendix C, “Cost Estimate of Services, List of Personnel and Schedule of Rates” to perform the Services.

2. Term The Consultant shall perform the Services during the period commencing _____ *[Insert start date]* and continuing through to _____ *[Insert completion date]* or any other period(s) as may be subsequently agreed by the parties in writing.

3. Payment A. Ceiling

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed a ceiling of _____ *[Insert ceiling amount]*. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as

(i)

Well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph (B) below and of the reimbursable expenditures as defined in sub-paragraph (C) below.

B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per man/month spent (or per day spent or per hour spent, subject to a maximum of eight hours per day) in accordance with the rates agreed and specified in Appendix C, "Cost Estimate of Services, List of Personnel and Schedule of Rates".

C. Reimbursable

The Client shall pay the Consultant for reimbursable expenses which shall consist of and be limited to:

- (i) normal and customary expenditures for official road and air travel, accommodation, printing and telephone charges; air travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client's coordinator;
- (ii) such other expenses as approved in advance by the Client's coordinator.

D. Payment Conditions.

Payment shall be made in Kenya shillings unless otherwise specified not later than thirty {30} days following submission of invoices in duplicate to the Co-ordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the 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.

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

4. Project Administration

A. Coordinator

The Client designates _____
[Insert name] as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices

(ii)

for payment and for acceptance of the deliverables by the Client.

B. Timesheets.

During the course of their work under this Contract, including field work, the Consultant's employees

providing services under this Contract may be required to complete timesheets or any other document used to identify time spent as well as expenses incurred, as instructed by the Project Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services which will clearly identify all charges and expenses. The Client reserves the right to audit or to nominate a reputable accounting firm to audit the Consultant's records relating to amounts claimed under this Contract during its term and any extension and for a period of three months thereafter.

5. Performance Standard

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

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

- Activities** disqualified from providing goods, works or services (other than the Services or 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.
(iii)
- 10. Assignment** The Consultant shall not assign this Contract or Subcontract any portion thereof 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 this Contract which cannot be amicably settled between the parties, shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

FOR THE CLIENT

FOR THE CONSULTANT

Full name; _____

Full name _____

Title: _____

Title: _____

Signature ; _____

Signature ; _____

Date ; _____

Date; _____

(iv)

LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's Reporting Obligation

Appendix C: Cost Estimate of Services, List of Personnel and Schedule of Rates

(v)

APPENDIX C

1. Financial Proposal

Financial Proposal to be provided in a separate envelope indicated- FINANCIAL PROPOSAL-PLEASE DON'T OPEN. OPEN AFTER TECHNICAL EVALUATION

ANNEX III

SAMPLE CONTRACT FOR CONSULTING SERVICES

Small Assignments
Lump-sum payments

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

CONTRACT

This Agreement, [hereinafter called “the Contract”) is entered into this _____ [Insert starting date of assignment], by and between _____ [Insert Client’s name] of [or whose registered office is situated at] _____ [insert Client’s address](hereinafter called “the Client”) of the one part AND _____ [Insert Consultant’s name] of [or whose registered office is situated at] _____ [insert Consultant’s address](hereinafter called “the Consultant”) of the other part.

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Consultant shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract.
 - (ii) The Consultant shall provide the personnel listed in Appendix B, “Consultant’s Personnel,” to perform the Services.
 - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, “Consultant’s Reporting Obligations.”

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

(i)

- 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 of the

Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

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

Kshs _____ upon the Client's receipt of a copy of this Contract signed by the Consultant;

Kshs _____ upon the Client's receipt of the draft report, acceptable to the Client; and

Kshs _____ upon the Client's receipt of the final report, acceptable to the Client.

Kshs _____ Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty [30] days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 herebelow. 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

The Consultant undertakes to perform the Services with

- Standards** the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
- 6. Confidentiality** The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 7. Ownership of Material** Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
- 8. Consultant Not to be Engaged in certain Activities** The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.
- 12. Dispute Resolution** Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

FOR THE CLIENT

FOR THE CONSULTANT

Full name; _____ Full name; _____

Title: _____ Title: _____

Signature; _____ Signature; _____

Date; _____ Date; _____

LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's Personnel

Appendix C: Consultant's Reporting Obligations

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above-mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER.