

PHARMACY AND POISONS BOARD
REQUEST FOR PROPOSAL

**PROPOSAL FOR PROVISION OF CONSULTANCY SERVICES FOR ICT
STRATEGIC PLAN, POLICIES AND INFORMATION SECURITY
MANAGEMENT SYSTEM.**

TENDER No. PPB/RFP/0010/2015-16

CLOSING DATE: 08/04/2016

Bidder.....

TABLE OF CONTENTS

SECTION I 4

 INVITATION TO BID AND INSTRUCTIONS TO BIDDERS 4

 CONTENTS OF THE REQUEST PROPOSAL FORM 5

SECTION II 6

 2. INFORMATION TO BIDDERSRS 6

 2.2.0 Clarification and Amendment 7

 2.3.0 Preparation of Technical Proposal 7

 2.4.0 Preparation of Financial Proposal 9

 2.5.0 Submission, Receipt, and Opening of Proposals, 9

 2.6.0 General Proposal Evaluation 10

 2.7.0 Evaluation of Technical Proposal 10

 2.8.0 Public Opening and Evaluation of Financial Proposal 11

 2.9.0 Negotiations 13

 2.10.0 Award of Contract 14

 2.11.0 Confidentiality 15

 2.12.0 Corrupt or fraudulent practices 15

 2.13.0 Appendix to Information to Consultants (ITC) 16

SECTION III 20

 Technical Proposal Submission Form 20

 Firm’s References (At least 3) 22

 Confidential Business Questionnaire 23

 Methodology and Work Plan 23

 Format of Curriculum Vitae (CV) For Proposed Professional Staff 23

SECTION IV: FINANCIAL PROPOSAL 26

SECTION V: TERMS OF REFERENCE 32

SECTION VI: GENERAL INFORMATION AND CONDITIONS OF CONTRACT 55

THE PROPOSED SOLUTION**Error! Bookmark not defined.**

SECTION I

INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

TENDER REF NO : PPB/RFP/010/2015-16

TENDER NAME : REQUEST FOR PROVISION OF CONSULTANCY SERVICES FOR ICT STRATEGIC PLAN, POLICIES AND INFORMATION SECURITY MANAGEMENT SYSTEM.

- 1.1** PHARMACY AND POSIONS BOARD invites sealed bids from eligible firms for the Establishment of Pension Scheme for the Pharmacy and Poisons Board staff
- 1.2** For each proposal the individual firm shall prepare the proposals in two (2) copies. The proposals shall be submitted in two envelopes indicated “Technical Proposal” and “Financial Proposal”. The two envelopes will be enclosed in one outer envelope.
- 1.3** The outer envelope shall bear the **PPB/ RfP / 010/2015-16.....**; and without identifying the sender and must be addressed to:

**THE REGISTRAR,
PHARMACY AND POSIONS BOARD
P.O. Box 27663-00506
NAIROBI, Kenya**

And be deposited in the Tender Box provided at the Reception so as to be received on or before 08/04/2015.....**10:00 am.**

CONTENTS OF THE REQUEST PROPOSAL FORM PROPOSAL

The request for proposal (RFP) includes the following sections:

Section I – Letter of Invitation

Section II – Information to Bidders

Section III – Technical Proposal

Section IV – Financial Proposal

Section V – Terms of Reference (ToR)

Section VI – General Information and Conditions of Contract

Section VII – Technical Specifications of the Proposed System

SECTION II

2. INFORMATION TO BIDDERSRS

2.1.1 The Client will select a firm among those invited to submit a Request for Proposal. The method of selection shall be as indicated by the procuring entity in the Appendix.

2.1.2 The firms are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Appendix “ITC” for the assignment named in the said Appendix. The highest ranked firm of the Technical and financial proposals shall be invited to negotiate a contract on the basis of scale fees and ultimately sign the contract.

2.1.3 The firms must familiarize themselves with local conditions and take them into account when preparing their proposals. To obtain first hand information on the assignment and on the local conditions, firms are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal. Firms should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information. Firms 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” to assist the firm in carrying out the services and also making 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 be KShs. 1,000/=.

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

2.2.0 Clarification and Amendment

2.2.1 Firms 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 or ordinary mail, or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by paper, mail 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 firms 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 e-mail, to all invited firms and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

2.3.0 Preparation of Technical Proposal

2.3.1 The proposal shall be written in English language

2.3.2 In preparing the Technical Proposal, firms 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, firms 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 firms or entities in a joint venture as appropriate. Firms shall not associate with the other firms 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 lead professional staff must have minimum, the experience indicated in the Appendix, preferably working under conditions similar to those prevailing in Kenya. He must have relevant qualifications as well.

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 previously handled.
- vi. Estimates of the total staff input (professional and support 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.
- viii. Any additional information requested in Appendix.

2.3.5 The Technical Proposal shall not include any financial information.

2.4.0 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, firms are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms. 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.

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 firms, unless Appendix specifies otherwise.

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

2.4.4 Commissions and gratuities, if any, paid or to be paid by the firms 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 firm 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 firms shall agree to the extension.

2.5.0 Submission, Receipt, and Opening of Proposals,

2.5.1 The original proposal (Technical Proposal and Financial Proposal 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 initialled by the persons or person authorized to sign the proposals.

2.5.2 For each proposal, the firms shall prepare the number of copies indicated in the Appendix. 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 is clearly marked, “DO NOT OPEN, EXCEPT IN THE 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 firm 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. Only the first three firms whose technical score shall equal or exceed 60% will qualify for the opening of their Financial Proposals.

2.6.0 General Proposal Evaluation

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any firm 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 firm’s proposal.

2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the Technical evaluations are concluded.

2.7.0 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:

Pharmacy and Poisons Board

2.7.2 Evaluation Criteria

NO	Preliminary Evaluation	Mandatory Requirements
1	Certificate of Registration (attach copy)	Mandatory
2	PIN Certificate (attach copy)	Mandatory
3	TAX Compliant Certificate (attach copy)	Mandatory
4	3 years Audited Accounts (copies)	Mandatory
5	At least five referees for similar services offered by the firm	Mandatory
7	Company Profile (attach document)	Mandatory
	<i>For a bidder to proceed to the next stage one MUST meet 100% of the mandatory requirements listed above.</i>	

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	(5-8)
(ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference	(20-42)
(iii) Qualifications and competence of the key staff for the assignment	(30-45)
(iv) Suitability to the transfer of Technology Programme (Training)	(0-5)
Total Points	<u>100</u>

The pass mark for technical evaluation criteria is 70%

Each responsive proposal will be given a technical score (St). The technical score shall be adjusted if a penalty applies as indicated in 2.3.3 (v). 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".

2.8.0 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation, the Client shall notify those firms 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.

2.8.2 The Financial Proposals shall be opened publicly in the presence of the firms' representatives who choose to attend. The name of the firm, 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 firms has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any un-priced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

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

2.8.5 The formulae for determining the Financial Score (Sf) shall, be as follows:-

$S_f = FM/F \times 100$ where Sf is the financial score;

FM is the lowest priced financial proposal and

F is the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal:

P = the weight given to the Financial Proposal; T + P = 1) indicated in the Appendix.

The combined technical and financial score, S, is calculated as follows:- $S = S_t \times T \% + S_f \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

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

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.

2.9.0 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 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.

The procuring entity shall appoint a team for the purpose of the negotiations.

2.10.0 Award of Contract

2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other firms on the shortlist that they were unsuccessful and return the Financial Proposals of those firms 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 the Appendix

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 tenderer 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 the subject of legal proceedings relating to the Foregoing.
- d) Shall not be debarred from participating in public procurement.

2.11.0 Confidentiality

2.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the firms 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.

2.12.0 Corrupt or fraudulent practices

2.12.1 The procuring entity requires that the firms observe the highest standards of ethics during the selection and award of the 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 firm recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

2.13.0 Appendix to Information to Consultants (ITC)

The following information for establishment of the Pension Scheme for Pharmacy and Poisons Board staff and selection of firms shall complement or amend the provisions of the information to firms, wherever there is a conflict between the provisions of the information and to firms and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to firms.

Clause Reference

2.13.1 The name of the Client is:

PHARMACY AND POSIONS BOARD

P.O. BOX P.O. Box 27663 - 00506

TEL: +254203562107, +254733884411, +254720608811

2.13.2 The method of selection is:

Competitive bidding based on qualifications and cost

2.13.3 Technical and Financial Proposals are requested: Yes

The name, objectives, and description of the assignment are:

2.13.4 The address(s) and telephone numbers of the Client's official(s) include:

THE REGISTRAR

P.O. BOX P.O. Box 27663 - 00506

TEL: +254203562107, +254733884411, +254720608811

2.13.6 The Client will provide the following inputs:

- a) All data statistics and information required for the assignment
- b) Services and equipment (office equipment, furniture)
- c) Facilities, office space

2.13.7 The minimum required experience of proposed lead professional staff is: FIVE YEARS

2.13.8 Training is a specific component of this assignment: YES

Additional information in the Technical Proposal includes: NONE

2.13.8 Taxes:

The firm will pay for all the local taxes, duties, fees, levies and other charges applicable in Kenya. The financial proposal should therefore include any taxes payable in Kenya.

2.13.9 Firms shall express the price of their services in KENYA SHILLINGS (KSHS)

2.13.10 Firms must submit one **original** and two (2) copies of each the proposal.

2.13.11 The proposal submission address is:

**THE REGISTRAR,
PHARMACY AND POSIONS BOARD
P.O. Box P.O. Box 27663 - 00506
NAIROBI**

2.13.12 Information on the outer envelope should also include:

“PPB/RfP/010/2015-16”

FOR PROVISION OF CONSULTANCY SERVICES FOR ICT STRATEGIC PLAN, POLICIES AND INFORMATION SECURITY MANAGEMENT SYSTEM.

2.13.13 Proposals must be submitted no later than the following date and time: 08/04/2016 **10:00am.**

2.13.14 The original and all copies of the Technical proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL”, and the original and all copies of the financial proposal in a sealed envelope duly marked “FINANCIAL PROPOSAL”. Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the:

FOR PROVISION OF CONSULTANCY SERVICES FOR ICT STRATEGIC PLAN, POLICIES AND INFORMATION SECURITY MANAGEMENT SYSTEM.

“DO NOT OPEN BEFORE 08/04/2016..... 10:00 am.”

2.13.15 The address to send information to the Client is:

THE REGISTRAR

PHARMACY AND POSIONS BOARD

P.O. Box P.O. Box 27663 - 00506

NAIROBI, Kenya

2.13.16 The minimum technical score (St) required to pass is: **70%**

2.13.17 The weights given to the Technical and Financial Proposals are:

T= 0.70

P= 0.30

2.13.18 The assignment is expected to commence in:

MAY 2016

AT THE PHARMACY AND POSIONS BOARD

NAIROBI, KENYA.

SECTION III

Technical Proposal Submission Form

3.0 Notes on the preparation of the Technical Proposals

3.1 In preparing the technical proposals the firm is expected to examine all terms and information

Included in the RFP. Failure to provide all requested information shall be at the firm's own risk and may result in rejection of the firm'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.

Table of Contents

- 1) Technical proposal submission form
- 2) Firms references
- 3) Confidential Business Questionnaire
- 4) Description of the methodology and work plan for performing the assignment
- 5) Format of curriculum vitae (CV) for proposed Professional staff

Technical Proposal Submission Form

[Date] To: _____ [Name and address of Client)

Ladies/Gentlemen:

We, the undersigned, offer to Supply, Implement and Commission

—

[Title of consulting services] in accordance with your Request for Proposal dated

[Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We understand that 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:]

Firm's References (At least 3)

Name of Client and Postal Address	Key Contact Person & Telephone no.
Physical Address	When was the assignment undertaken
Description of the Assignment	Approximate Value of the Project

Confidential Business Questionnaire

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

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

Part 1 – General

Business Name _____

Location of Business Premises (Plot No) _____

Street/Road _____

Postal Address _____

Tel No _____

Country/Town _____

Nature of Business _____

Current Trade License No _____ Expiring date _____

Maximum value business which you can handle at any time

KES _____

Name of you bankers _____

Branch _____

Part 2 (a) – Sole Proprietors

Your name in full _____ Age _____

Nationality _____ Country of Origin _____

Citizenship details _____

Part 2 (b) – Partnership details

Methodology and Work Plan

Prepare a proposal methodology & work plan on how you intend to undertake the assignment.

Format of Curriculum Vitae (CV) For Proposed Professional Staff

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____

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.]

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.]

Nationality: _____

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:

SECTION IV: FINANCIAL PROPOSAL

4.0 Notes on preparation of Financial Proposal

4.1 The Financial proposal prepared by the firms should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.

4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.

4.3 The financial proposal should be prepared using the Standard forms provided in this part

FINANCIAL PROPOSAL STANDARD FORMS

FINANCIAL PROPOSAL STANDARD FORMS

Table of Contents

1. Financial proposal submission Form
2. Summary of costs
3. Breakdown of price/per activity
4. Breakdown of remuneration per activity
5. Reimbursable per activity
6. Miscellaneous expenses

FIN

FINANCIAL PROPOSAL SUBMISSION FORM PROPOSAL SUBMISSION FORM

_____ [Date]

To: PHARMACY AND POSIONS BOARD

P. O. Box P.O. Box 27663 - 00506

NAIROBI, Kenya

Ladies/Gentlemen:

We, the undersigned, offer to offer Consultancy service for the Establishment of the Pharmacy and Poisons Board staff Pension Scheme in accordance with your Request for Proposal dated**2015**

Our attached Financial Proposal is for the sum of KShs _____

[Amount in words and figures] inclusive of the taxes]

We remain yours sincerely,

[Authorized Signature]

_____ [Name and Title of Signatory]

_____ [Name of Firm]

_____ [Address]

SUM

SUMMARY OF COSTS

BREAKDOWN OF PRICE PER ACTIVITY

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

BREAKDOWN OF PRICE PER ACTIVITY

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

BREAKDOWN OF RENUMERATION PER ACTIVITY

Activity No: _____		Name: _____		
Names	Position	Input (Staff-months, days or hours as appropriate.)	Remuneration Rate	Amount
Regular staff				
(i)				
(ii)				
Personnel/Consultants /other staff				

Grant Total				
-------------	--	--	--	--

MISCELLANEOUS EXPENSES

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

SECTION V: TERMS OF REFERENCE

5.1 Background

PHARMACY AND POISONS BOARD ICT STRATEGY, POLICIES, PROCEDURES, SYSTEMS DOCUMENTATION AND ISMS ISO 27001:2013 (INFORMATION SECURITY MANAGEMENT SYSTEMS)

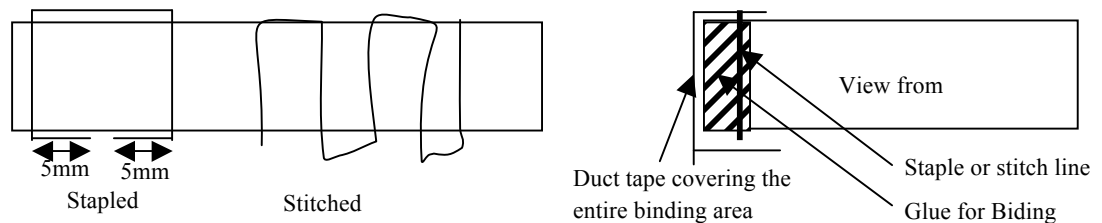
PPB/BSA/ICT/SPECS/01

QUOTED SPECIFICATIONS DOCUMENT PRESENTATION

1. DESIGN

- a. The entire document shall be prepared on size A4 paper in portrait orientation.
- b. Line spacing shall be 1.15.
- c. Paragraph spacing shall be 0 pt Before and 10 pt After.
- d. Paragraphs shall be block style no sentence separation between paragraphs as the 10 pt after spacing will suffice .
- e. It shall be black and white except for Photos, Illustrations and Diagrams which can be coloured or black and white.
- f. There shall be no company logos, company colours, company themes or any design depicting company orientation. It shall be plain text.
- g. The default font to use will be Arial and default style is size 12 normal.
- h. Where no specific formatting style has been stated the default font and style shall be used.
- i. Titles and headings shall be:
 - i. Title = font 20, **BOLD**
 - ii. Heading 1 = font 14, **BOLD**
 - iii. Heading 2 = font 12, **BOLD**
 - iv. Heading 3 = font 12, **BOLD-ITALICS**
- j. All margins will be 25mm from edge of paper.
- k. The page numbers shall be at the centre bottom of every page including the cover page at 15mm from the paper edge.
- l. The page numbers shall take the format of page number of total pages e.g. 23 of 54
- m. The cover page shall be page one (1).

- n. No use of Roman numbers just Western Arabic numeral (0-9) for page numbers.
- o. All photos, illustrations and diagrams must have a border line black in colour and 1 point thickness.
- p. The document must be bound using glue and stitched or stapled across the spine of the entire document. If stapled the two staples' ends must lie flat and cover a space of at least 5mm each from point of protrusion on the opposite side of stapling. The bound spine shall be reinforced using a DUCT TABE. There shall be no use of spiral biding, files, clips or any other method of biding. Below are illustrations



- q. If stapled there shall be a minimum of six staple points equally distributed.
- r. All attachments must be fitted in the document and bound together with other documents. Where trimming is necessary, attachment document and quoted specifications document contents must be preserved in legible state i.e. all individual text characters must be complete top to bottom – left to right.
- s. All scanned documents, photos taken, computer generated graphics, illustrations, diagrams and any graphics must be printed using laser printers at a minimum resolution of 600 x 600 dpi.
- t. Only attachments requested in technical specifications documents reference PPB/BSA/ICT/SPECS/01 shall be fitted in the document at the appropriate position.
- u. Scanned copies of a document should form part to the PDF document. That is, the PDF document and the printed bound document should be the same including the attachments and position of the pages. The only differences being that the bound document shall have the certified copies while the PDF shall have the scanned version. After a document has been certified the document shall not be scanned again

and shall be presented as an attachment in the bound document in its new form.

2. COVER PAGE

- a. This shall be the first page of the document if a cover paper is used it must be transparent. The cover page can be hand cover.
- b. The cover page text shall be centered.
- c. Top of page will be the name of company in title style.
- d. The title shall be followed immediately by company address in heading 1 style.
- e. The address of the company shall be the Post Office Box number and Zip code in one line.
- f. Town in the next line.
- g. Landline or wireless including national and regional codes in the next line starting with the word LANDLINE.
- h. Fax in the next line starting with the word FAX.
- i. Cell phone in the last line of address stating with the word CELL.
- j. Where there are more than one phone numbers, the number shall be in one line separated by semicolons (;).
- k. After the address there shall be a blank sentence for separation followed by name of contact technical person with his/her phone number(s) in heading 1 style.
- l. There shall be another blank separation line followed by the title of the quoted specifications document in title style: the title is: PHARMACY AND POISONS BOARD ICT SYSTEMS AND PROCESSES DOCUMENTATION
- m. The title shall be followed immediately by the tender number as shall be provided by procurement department in quotation documents in heading 1 style.
- n. After the title and quotation number there shall be a blank line for separation followed by date of submission in heading 1 style.
- o. After date of submission there shall be a blank separation line followed by the full address of the Pharmacy and Poisons Board as provided in the quotation request document provided by procurement department in style heading 1 starting with the sentence THE REGISTRAR. Next is

sample title page:

**WORLD CUP MATCHES QMS COMPANY
LIMITED**

P.O. BOX 27663 – 00506

NAIROBI

LANDLINE +254 20 3562107

FAX +254 20 2713431; +254 20 271 34 09

CELL +254 733 88 44 11; +254 720 60 88 11

Mr. Peels Marathon - +254 20 3562107; +254 720 60 88 11

**PHARMACY AND POISONS BOARD ICT SYSTEMS
AND PROCESSES DOCUMENTATION**

DECEMBER 12TH 2015

THE REGISTRAR

PHARMACY AND POISONS BOARD

P.O. BOX 27663 – 00506

NAIROBI

3. ORDER OF PAGES – Document presented must STRICTLY ADHERE to this layout any additional material must be put at the appropriate place.
- a. Cover page.
 - b. Table of contents.
 - c. Company details.
 - d. Credentials of all Project Participants.
 - e. Projects: list and describe all projects as explained in PPB/BSA/ICT/SPECS/01 under projects undertaken.
 - f. Technologies and Platforms: list and describe all technologies and platforms you feel will be necessary, when, where and how they are to be used: hardware, software and services.
 - g. Project cycle design with diagrams of how the company proposes to carry out the project. It should include involvement of all envisaged participants (users, board managers, stakeholders, general public, politicians, activists e.t.c.).
 - h. Project management strategies to deal with negative energies like sabotage, change management, politics, negative external influence, outside working hours engagements, media, project crush, worst case scenarios.
 - i. Systems analysis and review methodology the company would propose and reasons.
 - j. Upgrading and support models
 - k. Project Sustainability models
 - l. Redevelopment models
 - m. Additional material and information the company feels is necessary in aiding the technical evaluation and subsequent contract negotiation. The material should be in well labeled chapters and titles as explained in 1.i above.
 - n. Glossary of terms and their definition.
 - o. Certified copies of all the documents requested.

- p. All scanned documents and photos that did not require to be certified.
 - q. Scanned or printed copies of original specification sheets PPB/BSA/ICT/SPECS/01 as they were issued by the Board. The company keeps the original copies
 - r. List of all computer files and their description e.g.
 - i. murimi_passport_size_photo.jpg – The passport size photo of Mr. Gedion Murimi.
 - ii. Murimi_idcard_scan.jpg – The scanned image of Mr. Gedion Murimi’s National ID Card.
4. CD-R or DVD-R (Rewritable CDs or DVDs will not be accepted). The CD or DVD must be written in Mastered Mode such that the contents can’t be erased or changed.

The CD or DVD shall contain:

- a. PDF of Quoted Specifications Document
- b. Colour scans of the various documents requested in PPB/BSA/ICT/SPECS/01 specifications documents saved in JPEG format
- c. Colour photos as requested in PPB/BSA/ICT/SPECS/01 saved in JPEG format

TERMS OF REFERENCE

Organization Background

The Pharmacy and Poisons Board (PPB) is established under the Pharmacy and Poisons Act of 1957 (CAP 244). Amendments of section 3(6) of the Pharmacy and Poisons Act established PPB as a body corporate in 1993. The Act provides for the control of the profession of pharmacy and trade in drugs and poisons. The Act has been amended severally over the years to accommodate emerging issues in the regulation of the pharmaceutical industry and the profession. These piecemeal amendments of the Act have, however, not been sufficient. Control of products has grown wide and now includes drugs, medical devices, nutritional supplements, cosmetics, vaccines, blood products and herbal products as per the Legal Notice Number 191 of 2010, and most recently the Gazette Notice No 37 of 21st March, 2014. Likewise, pharmacy profession covers pharmacists, pharmaceutical technologists, pharmacy specialists, pharmaceutical representatives and the regulation of pharmacy training.

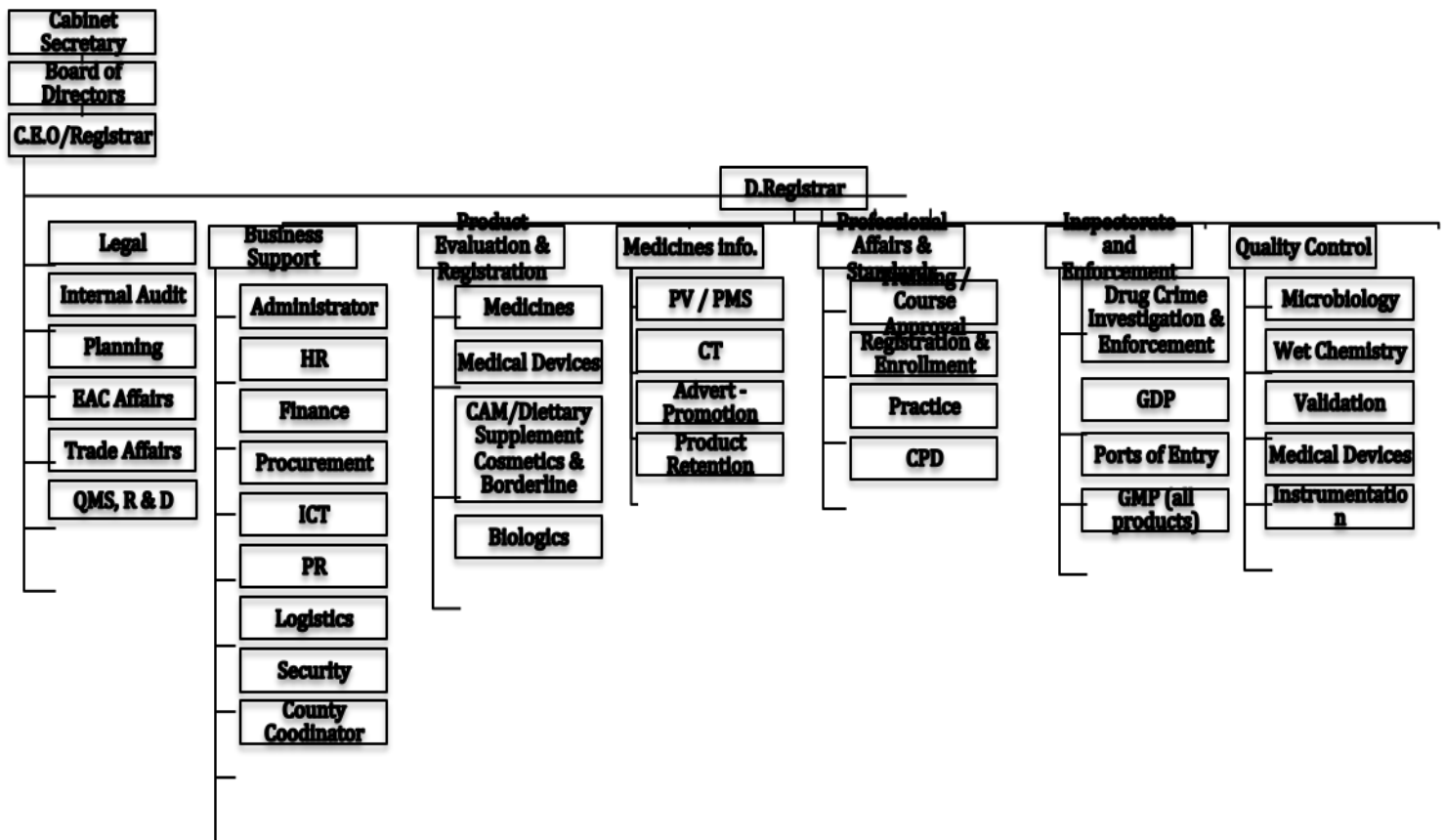
Organizational structure

All technical staffs of PPB are employees of the Ministry of Health. The Board employs most of the non-technical staff. The current staffing position is as follows:

Table 1.1 Current Staff Establishment

Directorate	Divisions/Sections	No. of Staff
Business Support	Planning Policy and Research	1
	Public Relations /Customer care	4
	Finance	4
	Drug Crime Investigation	3
	Internal Audit	1
	Procurement/Stores	4
	QMS	3
	Trade Affairs	2
	ICT	6
	Legal	2
	Transport	20
	Administration/	17
	Pharmaceutical Inspectorate, Surveillance&	Good Distribution Practices
Ports of Entry		

Enforcement	GMP Inspection	
Pharmaceutical Manufacturing Services	GMP Inspection	5
	Imports and Export	
	Licit Control	
Medicine Information and Pharmacovigilance	Medicines Information	5
	PV and PMS	
	Clinical Trials	
Product Evaluation and Registration	Human	11
	Veterinary	
	Herbal and Dietary Supplements	
	Medical Devices	
	Vaccines and Biologicals	
Pharmacy Practice and Regulation of Training	Registration and Enrolment	6
	Pharmacy Practice	
	Accreditation and CPD	
Quality Control	Wet Chemistry	2
	Microbiology	
	Instrumentation	



ISMS Background

The Board also needs consultancy services for setting up and eventually achieving ISO 27001: 2013 certification. This initiative will be driven as a structured program and expected to meet the following key objectives.

- Designing a robust information security management system (ISMS) based on ISO 27001 standard
- Operate the information security program by formulating, fine-tuning, implementing and institutionalising the standards, policies, guidelines and procedures
- Bring down the organisation Information Security Risk to an acceptable Level.
- To ensure the stability of security controls in place against vulnerabilities and attacks from internal as well as external sources
- Provide a smooth integration between technical and management controls in a structured approach
- To secure compliance and ensure continuous improvement in Security posture

1. Aim of Consultancy Services

The aim of the consultancy is to provide technical support to the Board's Team charged with this assignment. The Consultant is expected to develop the methodologies and instruments to be used in the review; and to guide the review process. They are also expected to provide guidance in the development of the revised ICT strategic Plan.

2. Scope of Work

The tasks to be carried out by the Consultant will include the following:-

- a) Review the current PPB strategic Plan 2014 – 2019) and its implementation to date. In this regard highlight key achievements and factors contributing to these successes. In addition, the consultant should identify the key challenges encountered in implementation.

- b) Review the operational environment (both internal and external), of the Board paying particular attention to the provisions of the Constitution of Kenya, 2010, the PPB Legal framework, and the expectations of Kenya's Vision 2030.
- c) Develop a SWOT analysis matrix that includes but not limited to:
- i. Identifying the key technical impediments that may impact on effective services delivery of the Board; and
 - ii. Establish current institutional capacity i.e. Financial, Technical, Human resources, Legal and any other identified gaps.
 - iii. Analyze the current ICT infrastructure both hardware and software and identify gaps in the security and efficiency of the systems
- d) Review current PPB SOPs in relation to their use in an electronic environment for a regulatory institution. Details of their deficits, possible conflicts, overlapping and overarching roles should be brought to the fore and proposals of how to address them developed
- e) Review PPB Policies and focus on ICT Policies with a view to document the missing links, gaps in implementation and areas of modification and enhancement.
- f) Review implemented ICT Systems and document in order to:
- I. Establish gaps in the documentation of the various systems i.e availability of systems development documents, troubleshooting manuals, user manuals, test protocols, input and output forms and the associated records generated by the systems.
 - II. Establish possible security scenarios that may adversely affect the systems and propose mitigation procedures
 - III. Guide in the implementation of the documentation and security of the systems as per ISO 27001:2013
 - IV. Analyze the current ICT infrastructure both hardware and software and identify gaps in the security and efficiency of the systems
- g) ISMS scope includes
- **Assessment:** The assessment component consists of conducting a current state assessment and subsequent gap analysis to benchmark the current security posture of PPB against the requirements specified for ISO 27001:2013 certification.
 - **Design:** The design component consists of conducting a risk assessment and designing the security controls to bring down the risk to an acceptable level. For an effective control implementation, security policies, procedures and technical standards are documented. Ownership and accountability is established by setting up a security organisation with clearly defined roles and responsibilities.
 - **Deployment:** This component consists of implementing and operating the security controls and institutionalising them. This is further reinforced by periodic audits and regular management

reviews. The control framework is reviewed periodically in order to keep it updated to meet the latest threats.

Site Level Scope

- Offices and IT centres of the Pharmacy and Poisons Board located in Kenya. Detailed scope will be discussed and mutually agreed at contract sign-off.

Function level scope

- Conduct Gap Analysis against ISO 27001:2013 Control objectives and controls
- Conduct Security Risk Assessment for key information assets
- Risk Treatment Planning
- Develop the Statement of Applicability
- Develop and/or fine tune Security Policies, Processes, and Procedures
- Provide training to functions on security implementation.
- Security Implementation Support (remote)
- Pre-certification readiness check for the Board
- External Certification assistance
- Implementation of policies, procedures, and controls
- Network Security Architecture or Configuration Review
- Vulnerability Assessment/Penetration Testing

Exclusions

- Procurement of any new products and technologies
- BC and DR processes drills, testing or facilitation

- h) ISMS areas covered will be
1. Information Security Policies
 2. Organisation of information security
 3. Human resources security
 4. Asset management
 5. Access control
 6. Cryptography
 7. Physical and environmental security
 8. Operations Security
 9. Communications Security
 10. Information systems acquisition, development and maintenance

11. Supplier Relationships
12. Information security incident management
13. Information Security Aspects of Business continuity management
14. Compliance

4. Scheduling/Timetable

It is expected that the work will start shortly after the signing of the contract, potentially in May 2016. It is envisaged that the assignment will be completed within a period of ten (10) Weeks

Tenders Delivery Schedule

The potential suppliers will be quoting separately for eleven (11) items to be priced differently but presented in the same document and will be evaluated comparatively.

S/No	Activity/ Deliverables	Focal Persons Involved
1.	Development of the Strategic direction of the PPB (Mission, Goals, Objectives and values	PPB and Consultant
2.	Review of the PPB 2016-2021 ICT strategic Plan (Development of a comprehensive situation analysis on PPB's ICT environment)	PPB and Consultant

3.	Develop a SWOT analysis matrix	Consultant
4.	Review current PPB SOPs	Consultant
5.	Review PPB Polices	Consultant
6.	Review implemented ICT Systems and documentation	Consultant
7.	Development of PPB ICT strategic Plan	Consultant
8.	Development of PPB ICT Policies	Consultant
9.	Development of PPB ICT SOPs and Internal SLA	Consultant
10.	Development of PPB ISMS ISO 27001:2013	Consultant
11.	Implementation of ISMS ISO 27001:2013	Consultant

5. Outputs and Deliverables

- i. A 5-year ICT strategic Plan covering the 2016-2021 period
- ii. ICT Policies
- ii. Standard Operating Procedures and Internal SLAs
- iii. Development of PPB ISMS – ISO 27001:2013
- iv. Implementation of ISMS – ISO 27001:2013

7. Accountability and Reporting Relationships

The PPB is the Client for these services. Therefore the Consultant will report to the HICT for the day-to- day performance of the assignment.

8. Obligations of the Client

The Consultant will be responsible for the provision of all the resources necessary for carrying out the assignment.

9. Remunerations

The consultant will be paid in two tranches. The first payment amounting to 30% of the contract amount will be made after delivery of Strategic Plan, SOPs, Policies and Documentation of Systems. The remaining 70% will be paid after successful implementation of ISMS – ISO 27001:2013.

Guiding Methodology For ISMS section

Due to the technical nature of the ISMS ISO 27001:2013 process, the Board would wish to propose a phased approach for the implementation of information security & IT Continuity.

NB: The Consultants will be expected to critic this approach and show how their approach fits to this or if they propose a different approach, then an explanation of how that will be done in details will be necessary. Repeating what is written here will lead to automatic disqualification.

We have divided the whole project into phases as described below:



Phase I - Security Gap Analysis, Information Gathering and baseline control

Baseline security as the starting point lays a solid foundation for subsequent layers of ISMS implementation. There is little point in seeking investment for information security if basics have been neglected. If information security is not being actively managed at present, the organisation will undoubtedly have backlog of information security issues. The backlog can be significantly reduced simply through concerted effort to address the most obvious issues, and making significant progress is the best way to demonstrate to management effectiveness of the layered implementation. Basic commonplace security measures (also

known as baseline or key controls) are relatively cheap and don't require specialised resources to implement.

Objective:

- To get a lucid view on the current state of information security and security posture within PPB
- Creation of a Minimum Security Baseline model for the organisations
- Study of Existing PPB Business Processes, Documents, Records and infrastructure
- Augment existing process framework to comply with the Minimum Security baseline as applicable
- Define risk assessment criteria and acceptable risk levels
- Create awareness sessions for all teams on Risk Assessment and Management
- Derive Statement of Applicability

Input:

- Critical business and IT processes
- Existing security processes and documentation
- Existing Systems and Network documentation

Activities:

- Presentation project approach to the senior management.
- Finalise detailed scope of ISMS
- Understand business processes, IT processes and Information flow
- Conduct a desktop review of all existing artefacts (Information Security Policies and Procedures)
- Augment the policies and procedures to establish Minimum Security Baseline across all organisations to meet ISO 27001 requirements.

Output:

- Security Gap Analysis Report against the requirements of ISO 27001 standard
- Apex Information Security Management System framework
- All applicable policies and procedures based on ISO 27001/2 standard

- ISMS Scope Document
- Statement of Applicability

Phase II - Risk Assessment and Risk Treatment

Objective:

- Assess the risks specific to the organisation based on the threat and vulnerability analysis
- Identification of process specific risks
- Identification and evaluation of risk treatment options
- Develop Risk Treatment Plan

Input:

- ISO 27001 Gap Analysis report
- Statement of Applicability
- Information assets inventory
- Existing Documentation including the Minimum Security Baseline
 - Business process Documentation
 - Systems Documentation
 - Network documentation and Diagrams
- Contracts / agreements terms with customers, third parties, maintenances agencies suppliers etc. who may have access to information

Activities:

- From the Asset register identify the asset sensitivity based on its relative importance to business. The sensitivity will be based on impact if the 'confidentiality', 'Integrity' and 'Availability' of the business were breached.
- Based on the criteria for Asset valuation, segregate the critical assets for risk evaluation
- Based on the Network architecture diagram identify the information flow profile across the organisation
- Determine the vulnerabilities for all critical physical, service and people assets.
- Conduct a risk assessment based on threats which could be exploiting the vulnerabilities and arrive at risk level.

- Follow the risk management methodology for evaluation of risks
- Identify the treatment options to reduce the risks below an acceptable level. Create a risk treatment plan accordingly. Get Senior Management approval on the treatment options and all risks above recommended baseline level.
- Update all policies and procedures affected by Technical risk Assessment
- Train Key staff members on new Information Security policies and procedures
 - End user
 - IT Staff
 - Internal Auditors
 - Physical security staff
- Facilitate Implementation of identified controls
- Implementation of nontechnical controls like policies and procedures
 - Administrative controls
 - Physical controls
 - Personnel controls
 - Operational controls
 - Compliance controls
 - Implementation of technical controls like
 - Access controls
 - Communication controls
 - Cryptographic controls
 - System development and maintenance controls

Output:

- Risk Assessment Methodology
- Risk Assessment and Treatment Document
- Implementation documentation, test reports, records, registers, logs, review reports

- Information Security Training material
- Updated and Final SOA
- Revised Policies and Processes as per findings from Risk Assessment

Phase III - Certification Readiness Assessment (Internal Audits)

Objective:

- Monitor the implementation of the ISMS
- Management Review of the ISMS
- Identification of areas of improvement based on monitoring
- Input
- ISMS implementation
- All artefacts that would get generated as part of the ISMS implementation

Activities:

- Conduct internal audits of ISMS implementation
- Report the noncompliance to Security Management Forum
- Monitor the status of Non-Conformities (NC's) closure
- Monitor the corrective and preventive actions taken
- Monitor the improvements achieved for information security
- Conduct Management Review to ensure senior management is updated on the security posture of the organisation.
- Conduct Follow-up audits till there is adequate assurance on readiness.

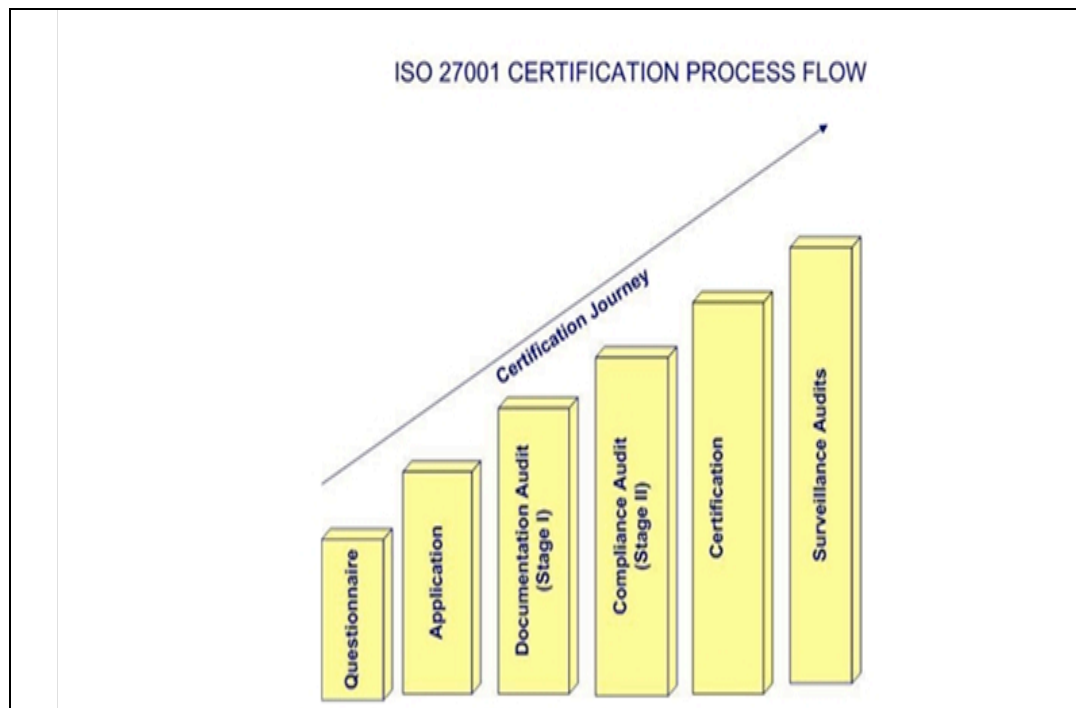
Output:

- Internal audit reports
- Corrective action reports
- Preventive actions and improvements reports
- Minutes of the Security Management Forum review meetings.

Phase IV - ISO 27001 Certification (To Be done after this project)

Objective:

- Getting Organisation certified for ISO 27001.
- The process of certification has been pictorially depicted in figure below.



Input:

- Information Security Management System (ISMS) Documentation
- Security records
- Training records
- Internal audit reports
- Minutes of meetings of Management Reviews

Activities:

- We will carry out pre certification and pre surveillance check to verify PPB’s preparedness. Also, it will coordinate with Certification Body to assist PPB obtain certification.
- Submit the ISMS documents for document review by the external auditor
- Stage I audit is conducted by the external auditor. This is a desktop review of all ISMS documents.
- Closures of findings in the Stage I audit have to be done before proceeding to the next step.

- Stage II audit is conducted by the external auditor. This audit is carried out to assess compliance to defined policies and procedures.
- Closures of findings in Stage II
- Subject to satisfactory closure of the reported non-conformities the organisation is recommended for ISO 27001:2005 certification by the certifying body.
- Certificate is generally issued within 4 to 6 weeks of certifying body's recommendation.
- Post certification, surveillance audits are conducted every year by the certification body.

Output:

- ISO 27001 :2013 Certification
- Audit findings from the Stage I and II audit
- Closure actions against findings in the certification audit

You are required to submit your proposal to the undersigned on or before close of business on 08/04/2016 at 10:00 AM.....

2.13.1 The name of the Client is:

PHARMACY AND POSIONS BOARD

P.O. BOX P.O. Box 27663 - 00506

TEL: +254203562107, +254733884411, +254720608811

NAIROBI, KENYA

SECTION VI: GENERAL INFORMATION AND CONDITIONS OF CONTRACT

CONTRACT FORM

This Agreement, [hereinafter called “the Contract”) is entered into this _____ by and between _____ of [or whose registered office is situated at] _____ hereinafter called “the Client”) of the one part AND _____ of [or whose registered office is situated at] _____ (hereinafter called “the Vendor”) of the other part.

WHEREAS the Client wishes to have the Vendor supply the system [hereinafter referred to as “the System”, and WHEREAS the Vendor is willing to supply the said System,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. System

1. System

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

1. Term

2. Term

The Vendor shall supply the System during the period commencing on _____ and continuing through to _____, or any other period(s) as may be subsequently agreed by the parties in writing.

3. Payment

3. Payment

A. Ceiling

For System rendered pursuant to Appendix A, the Client shall pay the Vendor an amount not to exceed _____. This amount has been established based on the understanding that it includes all of the Vendor's costs and profits as well as any tax obligation that may be imposed on the Vendor.

B. Schedule of Payments

The schedule of payments is specified below

Kshs _____ Upon signing of the contract, data collection and installation of Students Management Modules (Admissions, Students Finance, Academic & Examinations).;

Kshs _____ upon the Client's receipt of the pre-audit report, acceptable to the Client; And

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

Kshs _____ Total

C. Coordinator

The Client designates _____ 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.

D. Reports

The reports listed in Appendix C, "Vendor'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.

E. Performance Standard

The Vendor undertakes to supply the System with the highest Standards of professional and ethical Competence and integrity. The Vendor shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

5.

5. Confidentiality

The Vendor shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the System, this Contract or the Client's business or operations without the prior written consent of the Client.

6.0 Ownership of Material

aterial

Any studies, reports or other material, graphic, software or otherwise prepared by the Vendor for the Client under the Contract shall belong to and remain the property of the Client. The Vendor may retain a copy of such documents and software.

7

7. Vendor Not to be engaged in certain activities

Vendor Not to be Engaged in certain activities

The Vendor agrees that during the term of this Contract and after its termination the Vendor and any entity affiliated with the Vendor shall be disqualified from providing goods, works or system (other than the System and any continuation thereof) for any project resulting from or closely related to the System.

8. Insurance

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

9. Assignment

The Vendor shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

10. 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.

11. Dispute Resolution

Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

FOR THE CLIENT

Full Name; _____ Title: _____

Signature _____ Date; _____

FOR THE VENDOR

Full Name; _____ Title: _____

Signature; _____ Date; _____