



**KENYA TOURISM BOARD (KTB)**

**TENDER DOCUMENT**

**FOR**

**TENDER FOR THE PROVISION OF CLOUD-BASED ONLINE BACKUP  
AND RESTORE SOLUTION**

**TENDER NO. KTB/T/007/2016-2017**

**CLOSING DATE: MARCH 28<sup>TH</sup> MARCH, 2017 AT 12.00 NOON**

**Kenya Tourism Board**

P.O. Box 30630 – 00100, Nairobi, Kenya **Tel:** (020) 2711 262/2749 000

**Website:** [www.ktb.go.ke/www.magicalkenya.com](http://www.ktb.go.ke/www.magicalkenya.com)

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## **SECTION I - LETTER OF INVITATION**

Date: TUESDAY 14<sup>th</sup> March, 2017

Dear Sir/Madam,

### **NOTICE OF OPEN NATIONAL TENDER**

#### **TENDER REF: TENDER FOR THE PROVISION OF CLOUD-BASED ONLINE BACKUP AND RESTORE SOLUTION**

Kenya Tourism Board (KTB) is a body corporate established as a State Corporation under the Legal Notice No. 14 and is now enshrined in the Tourism Act No. 28 of 2011 and is charged with the statutory mandate of promoting and marketing Kenya as a tourist destination locally and internationally.

As part of its comprehensive data protection plan the Kenya Tourism Board is looking for a Data Backup and Disaster recovery on cloud solution. This solution will ensure that KTB data is safe and that KTB is able to resume operations quickly in the event of a disaster.

The detailed scope of service and TORs are provided in the bid document.

A complete set of tender documents in English may be obtained by interested candidates from the procurement office, during working hours, i.e. Monday to Friday between 8.00 a.m. – 1.00 p.m. and 2.00 p.m. – 5.00 p.m. W.e.f **14<sup>th</sup> March, 2017** upon payment of a non-refundable fee of **Kshs. 1,000.00** per set of documents payable at the cashier's office on 7<sup>th</sup> floor either in cash or Bankers Cheque.

Eligible bidders can also view/obtain/download the above Tender document from our destination website [www.magicalkenya.com/tenders](http://www.magicalkenya.com/tenders) , [www.ktb.go.ke/tenders](http://www.ktb.go.ke/tenders) , IFMIS website [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke) **free of charge**.

For those who physically pick the tender document from procurement office must attach evidence of payment to the technical proposal

Submit original and copy of the **TECHNICAL PROPOSAL** in sealed envelopes indicating the Tender Number and clearly marked **TECHNICAL PROPOSAL** and the original and copies of **FINANCIAL PROPOSAL** clearly marked **FINANCIAL PROPOSAL** and a warning **DO NOT OPEN WITH THE TECHNICAL PROPOSAL**. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall clearly be marked **DO NOT OPEN EXCEPT IN THE PRESENCE OF THE OPENING COMMITTEE** and addressed to:

**CHIEF EXECUTIVE OFFICER  
KENYA TOURISM BOARD  
P.O. BOX 30630-00100  
NAIROBI**

Proposals received on email or fax will not be accepted.

The Proposal documents shall be received **on or before 28<sup>th</sup> March, 2017 at 12.00 noon** and deposited in the tender box located on 7<sup>th</sup> Floor Kenya Re Towers, off Ragati Road.

Opening of the tenders will take place immediately thereafter in the Boardroom on 8<sup>th</sup> Floor in the presence of bidders who wish to attend.

All bids must be accompanied by a **bid security of Kshs70, 000**

**CHIEF EXECUTIVE OFFICER**

**SECTION II - INFORMATION TO CONSULTANTS**

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## SECTION II - INFORMATION TO CONSULTANTS

### 2.1 Introduction

- 2.1.1 KTB through open national tendering invites eligible firms to submit a proposal for provision of cloud – based online backup and restore solution that will ensure that KTB data is safe and that KTB is able to resume operations quickly in the event of a disaster.
- 2.1.2 The bidders/firms are invited to submit a Technical Proposal and a Financial Proposal for the provision of cloud – based online backup and restore solution that will ensure that KTB data is safe and that KTB is able to resume operations quickly in the event of a disaster as specified in the terms of reference (TORs). **The highest ranked firm on the combined technical and financial scores on the proposals** shall be invited to negotiate a contract. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected media house.
- 2.1.3 Bidders must familiarize themselves with KTB's requirements before preparing their tenders. To obtain first-hand information on the services required, tenderers are encouraged to liaise with KTB regarding any information that they may require before submitting a proposal.
- 2.1.4 The cost of preparing the proposal and negotiating the contract including any visit to KTB's premises are not reimbursable as a direct cost of the assignment. KTB is not bound to accept any of the proposals submitted.
- 2.1.5 KTB's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.

### 2.2 Clarification and amendment to the RFP documents

- 2.2.1 The bidder may request a clarification not later than Seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to [procurement@ktb.go.ke](mailto:procurement@ktb.go.ke) KTB will respond by post, fax or email to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all bidders invited to submit proposals.
- 2.2.2 At any time before the deadline for submission of the proposals, KTB may for any reason, either at its own initiative or in response to a clarification requested by an intended bidder amend the RFP. Any amendment shall be issued in writing, fax or email to all invited bidders and will be binding on them. KTB may at its discretion extend the deadline for the submission of the proposals.
- 2.2.3 KTB shall reply to and clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

### 2.3 Preparation of proposals

- 2.3.1 **The bidder's proposal shall be written in English language.**

- 2.3.2 **All pages of each proposal submitted shall be serialized and well bound**
- 2.3.3 In preparing the Technical Proposal, the bidders are expected to examine the documents consisting of the RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 2.3.4 While preparing the Technical Proposal, the bidder must give particular attention to the following:
- (a) Outline why you are the best media house to work with KTB
  - (b) Outline what added value you will offer to the proposal
- 2.3.5 The Technical Proposal shall provide the following information using the attached Standard Forms;
- (i) ***Attach a certified copy of registration certificate as evidence of registration of your business (Mandatory requirement)***
  - (ii) ***Attach copies of Annual Accounts for the last two years i.e. 2014 & 2015 (Mandatory requirement)***
  - (iii) *Attach evidence of payment of tender fees of Kshs. 1,000.00 to the technical proposal if physically collected from procurement office*
  - (iv) ***Attach evidence of payment of bid bond/tender security of Kshs. 70,000.00 to the technical proposal (Mandatory requirement)***
  - (v) *Duly filled & signed confidential business questionnaire*
- 2.3.6 The Technical Proposal shall be separate from the Financial Proposal and shall not include any financial information.
- 2.3.7 **The tender security of Kshs. 70,000.00 (or evidence of payment) shall be enclosed in the technical proposal envelope**

## **2.4 Financial proposal**

The financial proposal should include all taxes and any other cost related to the proposal. Please provide all available service level packages and ensure that costs for such are included in the financial proposal,

- 2.4.1 The fees shall be expressed in Kenya Shillings

2.4.2 The Financial Proposal must remain valid for 120 days after the submission date. During this period the bidder is expected to keep available at his own cost any staff proposed for the assignment. KTB will make best efforts to complete negotiations within this period. If KTB wishes to extend the validity period of the proposals, the consultants who do not agree, have the right not to extend the validity of their proposals.

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

2.5.1 The technical proposal and the financial proposal (if required) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the individual consultants. Any such corrections must be initialed by the bidder.

2.5.2 For each proposal the bidder shall prepare the proposals in the number of copies indicated in the special conditions of contract. Each Technical Proposal and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3 The original and copy of the technical proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL", and the original and copy 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 KTB's address and clearly marked "DO NOT OPEN before **Tuesday 28<sup>th</sup> March, 2017 at 12.00 Noon.**

2.5.4 The completed Technical and Financial proposals must be delivered at the submission address on or before the time and date of the submission of the proposals indicated in the appendix to the instructions to bidders. Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the bidder unopened. For this purpose the inner envelope containing the technical and financial proposals will bear the address of the bidder submitting the proposals.

2.5.5 After the deadline for submission of proposals the outer envelope and the technical proposals shall be opened immediately by the opening committee. The financial proposals shall be marked with the bidder's number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in the custody of a responsible officer of KTB up to the time set for opening them.

## **2.6 Opening of Tenders**

1.6.1 KTB will open all tenders in the presence of tenderers' representatives who choose to attend, **at 12.00 noon on Tuesday 28<sup>th</sup> March, 2017** and in the location specified in the appendix.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

Tenders will only be opened to those who meet the requirements for eligibility

1.6.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and such other details as KTB, at its discretion, may consider appropriate, will be announced at the opening.

1.6.3 KTB will prepare minutes of the tender opening.

## **2.7 Evaluation of the Proposal (General)**

2.7.1 From the time the proposals are opened to the time of the contract award, if any bidder wishes to contact KTB on any matter relating to his/her proposal, he/ she should do so in writing at the address indicated. Any effort by a bidder to influence KTB's staff in the evaluation of proposals or awards of contract may result in the rejection of the bidder's proposal.

2.7.2 The tender will proceed in three stages i.e. preliminary/mandatory, technical and financial.

2.7.3 The evaluation committee shall have no access to the Financial Proposal, which in any case will remain sealed, until the technical evaluation is concluded or finalized.

## **2.8 Evaluation of Technical Proposals**

2.8.2 The evaluation committee appointed by KTB to evaluate the proposals shall carry out the evaluation of technical proposals following the criteria set out in the Terms of Reference (TOR) based on the following points criteria:

### **EVALUATION CRITERIA**

The bids submitted shall be subjected to a three-stage evaluation process as shown below:

- a) Preliminary/Mandatory evaluation
- b) Technical evaluation
- c) Financial evaluation

#### **a) Preliminary/Mandatory Evaluation**

Proposals will be evaluated on the basis of their responsiveness to mandatory requirements as listed here-below:-

<b>NO.</b>	<b>ITEM DESCRIPTION</b>	<b>YES</b>	<b>NO</b>
1.	Copy of Certificate of Registration		
2.	Valid Tax Compliance		
3.	Latest audited reports/accounts for the last two financial years (2014 & 2015)		
4.	Valid tender security of <b>Kshs 70,000</b> in form of a bank guarantee from a reputable bank or PPOA authorized		

insurance company located in Kenya valid for 90 days after the tender opening		
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**Failure to submit any of the documents/information listed above will lead to automatic disqualification.**

**b) Technical Evaluation**

Technical evaluation for firms that qualify at the mandatory evaluation stage shall be done out of 100%. The pass mark will be **70 out of 100**.

There may be a site inspection to verify the information that is in the bid document for those bidders that attain the required technical score. Bidders can suggest which of their reference sites to be visited and to give contacts of the client.

The firms shall be evaluated on a scoring matrix as shown below:-

	<b>Mandatory Technical Requirements</b>	YES/NO
1	The proposed Solution must have the ability to natively backup and restore Microsoft SQL versions 2005 and newer	
2	The proposed Solution must Encrypt data in storage and during transmission	
3	Backups and Data Retention must be policy based. And allow backup of ALL file types. KTB must be able to define how many versions of the file will be available in the backup and for how long. Even if that file has been deleted from the source.	
4	The solution must be managed from a single interface. A console will be used to monitor backup status, notifications, and any reporting for all backup types.	
5	The provider must guarantee 99.99999% availability	
6	The provider must guarantee 24/7/ 365 customer support	

7	The provider must store the data in multiple (at least 2) geographically diverse data center locations.	
<b>Technical Requirements</b>		
1	<p><b><u>Company Profile</u></b></p> <p>Details of experience and past performance on at least two similar projects in the Provision of Cloud-Based Online Backup and Restore Solution in public and private sector organizations within the past two years.</p> <p>Attach three letters of recommendation from referees two of whom must be current customers Please note that LPO's or award letters shall not be treated as reference letters. Proper recommendation from satisfied clients for work performed or services provided shall be required.</p> <p><b>(20 Points)</b></p>	
2	<p>A single solution must provide enterprise-wide backup and restore capability for the following:</p> <ul style="list-style-type: none"> <li>• Ability to backup and restore other database platforms such as PostgreSQL, MySQL, etc. <b>(5 Points)</b></li> </ul>	
3	The solution must have the ability to restore individual data files. <b>(10 Points)</b>	
4	The ability to backup and restore HANA for SAP Business One databases <b>(10 Points)</b>	
5	Encryption of data in transit and while in storage including SSL and 256-bit AES encryption. Security	

	<p>certifications such as SAS 70 and ISO 27001 will be an added advantage. SSAE-16 audited data centers and operations, encryption of data in flight and at rest, and user- and group-level access controls with option of two-factor authentication.</p> <ul style="list-style-type: none"> <li>• SSL and 256 Bit AES Encryption of data in transit and while in storage <b>(10 Points)</b></li> <li>• SAS 70 Certification of Data center <b>(10 Points)</b></li> <li>• ISO 27001 certification of Data center <b>(10 Points)</b></li> <li>• SSAE-16 Certification of Data center <b>(5 Points)</b></li> </ul> <p><b><u>Bidders should attach evidence of the above certifications if any.</u></b></p>	
6	The solution must allow for the backup of open/locked files. (10 Points)	
7	The solution should provide file compression with WAN-optimized technologies such as block-level change detection, advanced data compression, parallelism and multi-threading data transfer at no charge. <b>(10 Points)</b>	
8	The solution should provide data de-duplication <b>(10 Points)</b>	

**Note: Firms that score 70% shall proceed to the next stage of the evaluation process.**

## 2.9 Opening and Evaluation of Financial Proposals

- 2.9.1 After completion of the evaluation of Technical proposals KTB shall notify the bidders whose proposal did not meet the minimum technical score or were declared non responsive to the RFP and terms of reference. The notification will indicate that their financial proposals shall not be opened and will be returned to them unopened after the completion of the selection process and contract award. At the same time, KTB shall simultaneously notify the consultants who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by KTB for opening their financial proposal. They will also be invited to attend the opening ceremony if they wish to do so.
- 2.9.2 The financial proposals shall be opened by KTB in the presence of the bidders who choose to attend the opening. The name of the bidder, the technical score and the proposed monthly retainer fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial proposals.
- 2.9.3 The formulae for determining the financial score (SF) unless an alternative formula is indicated in the appendix to the information to tenderers shall be as follows:

$S_f = 100 \times \frac{f_m}{f}$  where  
Sf is the financial score  
Fm is the lowest fees quoted and  
F is the fees of the proposal under consideration.

The lowest fees quoted will be allocated the maximum score of **20%**

- 2.9.4 The bidders proposals will be ranked according to their combined technical score (st) and financial score (sf) using the weights indicated in the appendix to the instructions to consultants. Unless otherwise stated in the appendix to the instructions to consultants the formulae for the combined scores shall be as follows;

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

Where

S, is the total combined scores of technical and financial scores

St is the technical score

Sf is the financial score

T is the weight given to the technical proposal and

P is the weight given to the financial proposal

Note P + T will be equal to 100%

Both technical and financial scores will be combined and the firm achieving the highest combined technical and financial score will be awarded the tender and invited for negotiations.

- 2.9.5 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.9.6 Where contract price variation is allowed, the variation shall not exceed 15% of the original contract price.
- 2.9.7 Price variation requests shall be processed by the Kenya Tourism Board within 30 days of receiving the request.

## **2.10 Negotiations**

- 2.10.5 Negotiations will be held at the Kenya Tourism Board office. The purpose of the negotiations is for KTB and the bidder to reach agreements on all points regarding the assignment and sign a contract.
- 2.10.6 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the individual consultant to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.
- 2.10.7 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, KTB expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, KTB will require assurance that the experts will be actually available. KTB 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.
- 2.10.8 The negotiations will be concluded with a review of the draft form of the contract. To complete the negotiations KTB and selected firm will initial the agreed contract. If negotiations fail, KTB will invite the bidder whose proposal achieved the second highest score to negotiate a contract.

## **2.11 Award of Contract**

- 2.11.5 The contract will be awarded after negotiations. After negotiations are completed KTB will promptly notify the other bidder that they were unsuccessful and return the financial proposals of the bidders who did not pass technical evaluation.
- 2.11.6 The selected bidder is expected to commence the assignment on the date and at the location as specified by KTB.
- 2.11.4 A person who enters into a contract resulting from procurement by a request for proposal shall not enter into any other subsequent contract for the procurement of goods, services or works related to that original contract.

## **2.12 Confidentiality**

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

### **3.0 Performance Bond**

The selected firm shall within fourteen (14) days after issuance of the letter of notification shall furnish Kenya Tourism Board with a Performance Bond that will remain valid for Thirty (30) days beyond the duration of this Agreement or any termination thereof and whose value shall be equivalent to **10 % of the contract value**.

The proceeds of the Performance Bond shall be payable to Kenya Tourism Board as compensation for any delay or damage resulting from failure by the firm to fulfill its obligations hereunder.

The Performance Bond shall be in the form of an On-Demand-Bank-Guarantee issued by a reputable Bank carrying on business within Kenya and acceptable to the Board.

The Performance Bond will be discharged by Kenya Tourism Board and returned to the firm not later than Ninety (90) days following the expiry of this Agreement or earlier termination.

## APPENDIX

### Appendix to information to consultants

- 2.1 The name of KTB is: **Kenya Tourism Board**
- 2.1.1 The method of selection is: **Quality Cost Based Selection (QCBS)**
- 2.5.2 Consultant must submit an original and **ONE** additional copy of each proposal.
- 2.5.4 The proposal submission address is:

**CHIEF EXECUTIVE OFFICER  
KENYA TOURISM BOARD  
P.O. BOX 30630-00100  
NAIROBI**

[TEL: 254-20-2711262](tel:254-20-2711262)

FAX: 254-20-2719925

[www.magicalkenya.com](http://www.magicalkenya.com)

Information on the outer envelope should also include: TENDER NUMBER, TITLE AND A WARNING THAT IT SHOULD NOT BE OPENED BEFORE THE TENDER CLOSING DATE

- 2.5.4 Proposals must be submitted no later than the following date and time: **Monday 13<sup>th</sup> March, 2017 at 12.00 noon**
- 2.6.1 The address to send information to KTB is **as per the tender notice**
- 2.9.3 Alternative formulae for determining the financial scores is the following:

The weights given to the Technical and Financial Proposals are:

T= \_\_\_\_\_ 80% \_\_\_\_\_ (0.80 to 0.90)

F= \_\_\_\_\_ 20% \_\_\_\_\_ (0.10 to 0.20)

## **TERMS OF REFERENCE**

### **PROVISION OF CLOUD-BASED ONLINE BACKUP AND RESTORE**

#### **SOLUTION**

As part of its comprehensive data protection plan the Kenya Tourism Board is looking for a Data Backup and Disaster recovery on cloud solution. This solution will ensure that KTB data is safe and that KTB is able to resume operations quickly in the event of a disaster. This will be a 3 year contract and the bidder must clearly break down the costs per year or clearly explain how the cost is arrived at. The solution must be able to meet the following requirements.

#### **BACKUP/RESTORE –**

##### **1. Mandatory Requirements**

- a. Details of experience and past performance on at least two similar projects in the Provision of Cloud-Based Online Backup and Restore Solution in public and private sector organizations within the past two years each with a value of not less than Kshs 1 Million **(MANDATORY)**
  - b. Backups should be policy-based and allow backup of ALL file types. **(MANDATORY)**
  - c. Data Retention must be policy based. KTB must be able to define how many versions of the file will be available in the backup and for how long. Even if that file has been deleted from the source. **(MANDATORY)**
  - d. The solution must be managed from a single interface. A console will be used to monitor backup status, notifications, and any reporting for all backup types. **(MANDATORY)**
  - e. The provider must guarantee 99.99999% availability **(MANDATORY)**
  - f. 24/7/ 365 customer support **(MANDATORY)**
2. The solution must have the ability to restore individual data files.
  3. The solution works in in Mixed OS environment i.e Windows, MAC OS and Linux
  4. Encryption of data in transit and while in storage including SSL and 256-bit AES encryption. Security certifications such as SAS 70 and ISO 27001 will be an added advantage. SSAE-16 audited data centers and operations, encryption of data in flight and at rest, and user- and group-level access controls with option of two-factor authentication.
    - SSL and 256 Bit AES
    - SAS 70 Certification of Data center
    - ISO 27001 certification of Data center
    - SSAE-16 Data center
  5. The solution must allow for the backup of open/locked files.
  6. The solution should provide data de-duplication

7. The data is stored in multiple geographically diverse data center locations.  
10 Points

## SECTION IV - TECHNICAL PROPOSAL – STANDARD FORMS

The technical proposal shall be prepared and submitted by the bidders.

It shall contain the following:-

- (a) Technical Proposal submission form
- (b) Firm's references
- (c) Comments and suggestions of the bidder on the terms of reference and on data, services and facilities to be provided by the Client.
- (d) Team composition and task assignments
- (e) CV for proposed professional staff
- (f) Confidential business questionnaire

### (a). TECHNICAL PROPOSAL SUBMISSION FORM

[\_\_\_\_\_Date]

To: \_\_\_\_\_[Name and address of Client] Ladies/Gentlemen:  
We, the undersigned, offer to provide the services for provision of cloud based online backup and restore solution in accordance with your Request for Proposal dated \_\_\_\_\_  
[Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a separate envelope].

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

Yours sincerely,

\_\_\_\_\_ [Authorized Signature]:

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

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

\_\_\_\_\_ [Address:]

### (b). FIRM'S REFERENCES

#### Relevant Services carried out in the last three 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:  
No. of Staff:  
Address:  
No. of Staff-Months; Duration of Assignment:

Start Date (Month/Year):  
Completion Date Approx. Value of Services (Kshs) (Month/Year):

Name of Associated Consultants.  
Professional Associated Consultants:  
If any:  
No. of months of staff provided by 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: \_\_\_\_\_

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

On the Terms of Reference:

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

**(d). TEAM COMPOSITION AND TASK ASSIGNMENTS**

**1. Technical/Managerial Staff**

Name	Position	Task
------	----------	------



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

Proposed Position:

Name of Firm:

Name of Staff:  
Profession:

Date of Birth:

Years with Firm: \_\_ Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned:

**Key Qualifications:**

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

**Education:**

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

**Employment Record:**

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

**Certification:**

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

Date

*[Signature of staff member]*

*Date; \_\_\_\_\_*

*[Signature of authorized representative of the firm]*

Full name of staff

Full name of authorized representative:

**(f) CONFIDENTIAL BUSINESS QUESTIONNAIRE (S33)**

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

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

<i>Part I- General :</i>	
Business Name .....	
Location of business premises.....	Plot No. ....Street/Road.....
Postal Address.....	Tel. No.....
Nature of business.....	
Current Trade Licence No.....	Expiring date.....
Maximum value of business which you can handle at any one time: Kshs.....	
Name of your bankers.....	Branch .....

	<p><b>Part 2 (a) – Sole Proprietor</b>                  Your name in full.....Age.....                  Nationality.....Country of origin.....                  *Citizenship details.....</p>																							
	<p><b>Part 2 (b) Partnership</b>                  Given details of partners as follows:</p> <table border="0"> <thead> <tr> <th><i>Name</i></th> <th><i>Nationality</i></th> <th><i>Citizenship Details</i></th> <th><i>Shares</i></th> </tr> </thead> <tbody> <tr> <td>0) .....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>1) .....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2) .....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3) .....</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>	0) .....				1) .....				2) .....				3) .....						
	<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>																				
0) .....																								
1) .....																								
2) .....																								
3) .....																								
<p><b>Part 2 (c) – Registered Company:</b>                  Private or Public.....                  State the nominal and issued capital of company-                  Nominal Kshs.....                  Issued Kshs.....                  Given details of all directors as follows:-</p> <table border="0"> <thead> <tr> <th><i>Name</i></th> <th><i>Nationality</i></th> <th><i>Citizenship Details</i></th> <th><i>Shares</i></th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2. ....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3. ....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4. ....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>5. ....</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>	1. ....				2. ....				3. ....				4. ....				5. ....			
<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>																					
1. ....																								
2. ....																								
3. ....																								
4. ....																								
5. ....																								
Date .....Signature of Candidate.....																								

\*if Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or Registration.

**SECTION V- FINANCIAL PROPOSAL – STANDARD FORMS**

The financial proposal shall be prepared and submitted by the bidders. It shall contain the following.

- (a) Financial Proposal submission form
- (b) Summary of costs
- (c) Breakdown of price per activity

**(a). FINANCIAL PROPOSAL SUBMISSION FORM**

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

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

Ladies/Gentlemen:

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

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

Yours sincerely,

\_\_\_\_\_ *[Authorized Signature]:*  
 \_\_\_\_\_ *[Name and Title of Signatory]:*  
 \_\_\_\_\_ *[Name of Firm]*  
 \_\_\_\_\_ *[Address]*

**(b) SUMMARY OF COSTS**

<b>COSTS</b>	<b>CURRENCY(IES)</b>	
Subtotal		
Taxes		
Total amount of financial proposal		

**(c) BREAKDOWN OF PRICE PER ACTIVITY**

<b>Description: _____</b>	
<b>Price component</b>	<b>Amount(s)</b>
Remuneration Reimbursable Miscellaneous expenses subtotal	

**SECTION VI: STANDARD FORM OF CONTRACT**

**ANNEX I**

**REPUBLIC OF KENYA**

**STANDARD FORM OF CONTRACT**

**FOR**

**CONSULTING SERVICES**

**CONTRACT FOR CONSULTANT'S SERVICES**

**Large Assignments (Lump-Sum Payments)**

Between

---

*[name of KTB]*

AND

---

*[name of the Consultant]*

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

I. FORM OF CONTRACT

Large Assignments (Lump-Sum Payments)

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

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

WHEREAS

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

NOW THEREFORE the Parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
(a) The General Conditions of Contract;
(b) The Special Conditions of Contract;
2. The mutual rights and obligations of KTB and the Consultant shall be as set forth in the Contract; in particular:
(a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
(b) KTB shall make payments to the Consultant in accordance with the provisions of the Contract.

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

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

[full name of Client's authorized representative] \_\_\_\_\_

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

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

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

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

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

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

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

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

## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
- (d) "Foreign Currency" means any currency other than the Kenya Shilling;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of the Republic of Kenya;
- (g) "Local Currency" means the Kenya Shilling;
- (h) "Member", in case the Consultant consists of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified

in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards KTB under this Contract;

- (i) "Party" means KTB or the Consultant, as the case may be and "Parties" means both of them;
- (j) "Personnel" means persons hired by the Consultant or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;
- (k) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) "Sub consultant" means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

## **1.2 Law Governing the Contract**

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

## **1.3 Language**

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

## **1.4 Notices**

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

## **1.5 Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as KTB may approve.

## **1.6 Authorized Representatives**

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

## **1.7 Taxes and Duties**

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

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

### **2.1 Effectiveness of Contract**

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

### **2.2 Commencement of Services**

The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.

### **2.3 Expiration of Contract**

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

### **2.4 Modification**

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

### **2.5 Force Majeure**

#### **2.5.1 Definition**

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

#### **2.5.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

#### **2.5.3 Extension of Time**

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

#### **2.5.4 Payments**

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

### **2.6 Termination**

#### **2.6.1 By the Client**

KTB may terminate this Contract by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as KTB may have subsequently approved in writing;
- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Consultant, in the judgment of KTB, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

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

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

- (e) If the consultant fails to respect and grant KTB due regard in a client/consultant relationship during the execution of the contract.
- (f) if KTB in his sole discretion decides to terminate this Contract.

### **2.6.2 By the Consultant**

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

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

### **2.6.3 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, KTB shall make the following payments to the Consultant:

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

## **3 OBLIGATIONS OF THE CONSULTANT**

### **1.1 General**

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

### **3.2 Conflict of Interests**

#### **3.2.1 Consultant Not to Benefit from Commissions, Discounts, etc**

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

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

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Subconsultant and any of his affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

### **3.2.3 Prohibition of Conflicting Activities**

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

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

### **1.2 Confidentiality**

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

### **1.3 Insurance to be Taken out by the Consultant**

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

### **1.4 Consultant's Actions Requiring Client's Prior Approval**

The Consultant shall obtain KTB's prior approval in writing before taking any of the following actions;

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

### **1.5 Reporting Obligations**

The Consultant shall submit to KTB the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.

### **1.6 Documents prepared by the Consultant to be the Property of KTB**

All plans, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain

the property of KTB and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to KTB together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

## **4 CONSULTANT'S PERSONNEL**

### **4.1 Description of Personnel**

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

### **4.2 Removal**

- (a) Except as KTB may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- (b) If KTB finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) KTB has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at KTB's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to KTB.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## **5. OBLIGATIONS OF KTB**

### **5.1 Assistance and Exemptions**

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

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

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

### **5.3 Services and Facilities**

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

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

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

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Subconsultant' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

## **6.2 Contract Price**

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

## **6.3 Payment for Additional Services**

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

## **6.4 Terms and Conditions of payment**

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

## **6.5 Interest on Delayed payment**

Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If KTB has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending .

# **7. SETTLEMENT OF DISPUTES**

## **7.1 Amicable Settlement**

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

## **7.2 Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

# **5 SPECIAL CONDITIONS OF CONTRACT**

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

**Clause**

---

1.1 (i) The Member in Charge is \_\_\_\_\_ *[name of Member]*

1.4 The addresses are:

Client: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Telex: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

Consultant: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Telex: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

1.6 The Authorized Representatives are:

For KTB: \_\_\_\_\_

For the Consultant: \_\_\_\_\_

2.1 The date on which this Contract shall come into effect is **as per contract**

2.3 The date for the commencement of Services **as per contract terms**

2.3 The period shall be **three (3) months**

3.4 The risks and coverage shall be:

(i) Professional Liability \_\_\_\_\_

(ii) Loss of or damage to equipment and property \_\_\_\_\_

6.2(a) The amount in foreign currency or currencies is **as per financial proposal**

6.2(b) The amount in local Currency is **as per financial proposal**

6.4 Payments shall be made according to the following schedule: **as per terms of reference**

**Appendix I**

**FORM OF TENDER**

FROM-----  
DATE-----  
To: -----  
-----

**RE: PROPOSAL FOR** provision of cloud based online b backup and restore solution-----  
-----  
-----  
-----

In accordance with Tender Number -----Date-----

I/We-----  
-----

Tender an amount of Ksh.-----  
-----

In accordance with the attached tender forms / conditions of tender / schedule of requirements and in conformity with the scheduled delivery arrangements stated.

I/We understand that the Board reserves the right to accept or reject this tender for any reason it considers justifiable.

I/We agree that the terms of this tender will remain valid for and will not be withdraw for a period of-----days from the final date of submission of tender.

In the event of this tender being accepted within the stipulated ----- days; I/We agree to provide consultancy services as indicated in this tender to be quoted delivery dates and failure on my/ our part to meet these requirements constitutes a breach on contract.

Witnessed by----- Tenderer's Name-----

Address----- Tenderer's Signature-----

Signature of Witness----- Tenderer's designation-----

Date----- Full address-----

Telephone No-----

Telegraphic Address-----

Date-----

## Appendix II

### PERFORMANCE BANK GUARANTEE

*(To be on the letterhead of the Bank)*

To: Kenya Tourism Board  
P.O. Box 30360, 00100  
**NAIROBI. Kenya.**

WHEREAS \_\_\_\_\_  
[Contractor name of (hereinafter called "the Contractor")] has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ 2017 to provide \_\_\_\_\_ (hereinafter called "the Contract"). AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract. AND WHEREAS we have agreed to give the Contractor a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total of Kenya Shillings.....which is 10% of bid price). \_\_\_\_\_(words) \_\_\_\_\_(figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

The guarantee is valid until the \_\_\_\_\_ day of 2017.

Signature and seal of the Guarantors

*[name of bank]*

*[address]*

*[date]*

## Appendix III

### CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2017 between Kenya Tourism Board (hereinafter called "the Employer") of the one part and \_\_\_\_\_ (hereinafter called "the Contractor") of the other part:

WHEREAS the Employer invited tenders for certain goods and ancillary services, viz., Provision of consultancy Services and has accepted a tender by the Contractor for the \_\_\_\_\_ provision of the services in the sum of \_\_\_\_\_ (*words*) \_\_\_\_\_ [*figures*] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) the Tender Form and the Price Schedule submitted by the Tenderer;
  - (b) the schedule of Requirements;
  - (c) the General Conditions of Contract;
  - (d) the Special Conditions of Contract; and
  - (e) the Employer's Notification of Award and Consultants' letter of Acceptance.
3. In consideration of the payments to be made by the Employer to the Contractor, the Contractor hereby covenants with the Employer to provide the services in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Consultant in consideration of the provision of the services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.
5. The consultant undertakes to perform the services with the highest standards of proficiency and ethical competence and integrity.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written

SIGNED FOR AND ON BEHALF OF KENYA TOURISM BOARD

**CHIEF EXECUTIVE OFFICER)**

In the presence of:

\_\_\_\_\_  
**COMPANY SECRETARY**  
OF

)  
)  
)  
)  
)  
)  
)  
) SIGNED FOR AND ON BEHALF

**CHIEF EXECUTIVE OFFICER**

of:

**SECRETARY**

)  
)  
) (In the presence  
)  
)  
)  
)

**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

**REQUEST FOR REVIEW FORM**

**FORM RB 1**

**REPUBLIC OF KENYA  
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

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

**REQUEST FOR REVIEW**

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

- 1.
  - 2.
- etc.

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

- 1.
  - 2.
- etc

SIGNED .....(Applicant)

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

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**FOR OFFICIAL USE ONLY**

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

SIGNED  
Board Secretary

**ANTI-CORRUPTION AFFIDAVIT FORM REPUBLIC OF KENYA IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT CHAPTER 15 OF THE LAWS OF KENYA AND IN THE MATTER OF THE PUBLIC PROCUREMENT AND DISPOSAL ACT, NO. 3 OF 2005**

I, ..... of P. O. Box ..... being a resident of ..... in the Republic of Kenya do hereby make oath and state as follows: -

**THAT** I am the Chief Executive/Managing Director/Principal Officer /Director of ..... ( name of the Candidate) which is a Candidate in respect of Tender Number ..... to supply goods, render services and/or carry out works for Kenya Tourism Board and duly authorized and competent to make this Affidavit. **THAT** the aforesaid Candidate has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Tourism Board , which is the procuring entity.

THAT the aforesaid Candidate, its servants and /or agents have not offered any inducement to any member of the Board,Management,Staff and/or employees and/or agents of Kenya Tourism Board

THAT what is deponed to herein above is true to the best of my knowledge information and belief.

SWORN at ..... by the said)  
.....)  
Name of Chief Executive/Managing Director/  
Principal Officer/Director)  
On this .....day of .....20...)

)  
)  
) DEPONENT  
Before me)

)  
)  
Commissioner of oaths