



**KENYA SCHOOL OF GOVERNMENT  
eLearning and Development Institute**

**REQUEST FOR PROPOSALS**

**FOR PROVISION OF CUSTOMISED ORACLE TRAINING CONSULTANCY- SELECTION OF  
INDIVIDUAL PROFESSIONAL CONSULTANTS**

**RFP NO. KSG/eLDi /01/2019-2020**

**RFP CLOSING DATE & TIME: TUESDAY, 24 MARCH 2020 at 10:30 A.M**

**MARCH 2020**

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## INTRODUCTION

1. This standard Request for Proposals for selection of individual professional consultants has been prepared for use by public entities in Kenya. It has been found necessary for selection of individual consultants who are also regulated by their professional institutions or associations as opposed to selection of consultants who could be either individuals or body corporate.
2. This Request for proposals will be used for open tendering, restricted tendering or request for proposals.
3. The general conditions of contract in the Standard contract Form should not be modified and instead the special conditions of the contract may where necessary be modified by the procuring entity, for use, to reflect the unique circumstances of the particular assignment.

## SECTION I - LETTER OF INVITATION

To [name and address of consultant]

Date 10 March 2020

Dear Sir/Madam,

- 1.1 Kenya School of Government, eLearning and Development Institute (eLDi) invites proposals from qualified individuals/teams for a short term consultancy to train Core IFMIS Support Team on Oracle based courses with an aim of building techno-functional competency to support IFMIS operations. More details of the services are provided in the terms of reference herein.
- 1.2 The request for proposal (RFP) includes the following documents;

Section I	-	Letter of invitation
Section II	-	Information to Consultants
Section III	-	Terms of reference
Section IV	-	Technical proposal
Section V	-	Financial proposal
Section VI	-	Standard Forms
- 1.3 Complete Request for proposal documents shall be downloaded without charge from the School website: [www.ksg.ac.ke](http://www.ksg.ac.ke) or [www.tenders.go.ke](http://www.tenders.go.ke) portal. Prices quoted must be in Kenya Shillings and should be inclusive of all taxes and shall remain valid for a period of 90 days from the closing date of request for proposal.
- 1.4 Duly completed Request for Proposal documents in plain sealed envelope bearing the tender number should be posted to the address shown below or deposited in the Tender Box at the Administration Block, Lower Kabete so as to be received on or before **Tuesday March 24, 2020 at 10.30am**. Proposals will be opened immediately after the closing time in the presence of the bidders' representatives who choose to attend.

The Director-General  
Kenya School of Government  
P. O. Box 23030-00604  
NAIROBI

Yours sincerely,

**Prof. Ludeki Chweya, Ph.D., CBS**  
**Director General**

## SECTION II - INFORMATION TO CONSULTANTS

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## **2.1 Introduction**

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

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

- 2.2.1 Individual consultant may request clarification of any of the RFP documents not later than Seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to the procuring entity's address indicated in the special conditions of contract. The procuring entity will respond by post, fax or email to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all individual consultants invited to submit proposals.
- 2.2.2 At any time before the deadline for submission of the proposals, the procuring entity may for any reason, either at its own initiative or in response to a clarification requested by an intended individual consultant amend the RFP. Any amendment shall be issued in writing, fax or email to all invited individual consultants and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the proposals.

2.2.3 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.

2.2.4 The procuring entity 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 individual consultant's proposal shall be written in English language.

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

2.3.3 While preparing the Technical proposal, the individual consultant must give particular attention to the following:

1. If an individual consultant considers that he/she does not have all the expertise required for the assignment he/she may suggest in the proposals other individual(s) who will assist in the assignment but they will not be party to the contract for the purpose of the performance of the assignment. An individual consultant will not propose other individual consultants invited to submit proposals for the assignment. Any individual consultant in contravention of this requirement shall automatically be disqualified.
2. For all the staff who will be involved in the exercise of the proposals to consultant must indicate their responsibility in the assignment and also the staff time as necessary.
3. The curriculum vitae (CV) of the staff proposed must be submitted with the proposal.

2.3.4 The Technical proposal shall provide the following information;

- (a) The individual consultants CV and a brief of any recent experience of assignment of a similar nature. For each assignment the brief should indicate the profiles of staff involved, contract amount and the individual consultant's involvement.
- (b) Any comments or suggestions on the Terms of Reference and a list of service and facilities requested to be provided by the procuring entity.
- (c) A description of the methodology and work plan for performing the proposed assignment.
- (d) Any additional information requested in the special conditions of contract.

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

### **2.4 Financial proposal**

2.4.1 In preparing the financial proposal, the individual consultants are expected to take into account the time required in completing the assignment as outlined in the RFP documents. The financial proposal will therefore be quoted in fees per day or month. The financial proposal may also include other costs as necessary, which will be considered as reimbursable.

2.4.2 The Financial proposal should include the payable taxes.

- 2.4.3 The fees shall be expressed in Kenya Shillings.
- 2.4.4 The Financial proposal must remain valid for 90 days after the submission date. During this period the individual consultant is expected to keep available at his own cost any staff proposed for the assignment. The procuring entity will make best efforts to complete negotiations within this period. If the procuring entity wishes to extend the validity period of the proposals, the consultants who do not agree, have the right not to extend the validity of their proposals.
- 2.4.5 The financial proposal must comply with the law governing the profession of the consultant.

## **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 individual consultant.
- 2.5.2 For each proposal the individual consultants shall prepare the proposals in the number of copies indicated in the special conditions of contract. Each Technical proposal and financial proposal shall be marked “ORIGINAL” or “COPY” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3 The original and all copies of the Technical proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL”, and the original and all copies of the financial proposal in a sealed envelope duly marked “FINANCIAL PROPOSAL”. Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring entities address and other information indicated in the appendix to the instructions to consultants and clearly marked “**DO NOT OPEN before Tuesday, 24 March 2020 at 10.30.**”
- 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 consultants. Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the individual consultant unopened. For this purpose the inner envelope containing the technical and financial proposals will bear the address of the individual consultant 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 individual consultants number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening them.

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

- 2.6.1 From the time the proposals are opened to the time of the contract award, if any individual consultant wishes to contact the procuring entity on any matter relating to his/her proposal, he/ she should do so in writing at the address indicated in the appendix to the instructions to consultants. Any effort by an individual consultant to influence the procuring entity’s staff in the evaluation of proposals companion proposals or awards of contract may result in the rejection of the individual consultant proposal.

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

## 2.7 Preliminary/Mandatory Evaluation Criteria

In this section the tenderer is expected to provide information to enable KSG assess their capability to provide the Consultants. The tenderer shall provide mandatory requirements which will be used for preliminary evaluation to determine if the proposal progresses to the next evaluation process.

## 2.8 Evaluation of Technical Proposals

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

### Appendix to Information to Consultants

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

Reference	Appendix Information
	The method of selection is <b>Quality and Cost Based Selection (QCBS)</b>
2.1	The name of the Client is: <b>Kenya School of Government</b>
2.1.2	Technical and Financial Proposals are requested: <b>Yes</b>  The name, objectives, and description of the assignment are <b>as given in the Terms of Reference</b>
2.1.3	The name(s), address(es) and telephone numbers of the Client’s official(s) are: <b>Director General</b> <b>Kenya School of Government</b> <b>P.O Box 23030– 00604 Lower</b> <b>Kabete Nairobi</b>
2.1.5	The Client will provide the following inputs: KSG will provide the following to support seamless provision of the services to successful bidder: <ul style="list-style-type: none"> <li>• Access to necessary facilities</li> <li>• Any material necessary for the performance of the assignment</li> </ul>
2.3.4(a)	The minimum required experience of proposed professional staff is: <b>see evaluation criteria</b>
2.4.2	Taxes: <b>Bidders must quote inclusive of all applicable taxes</b>

2.5.2	Consultants <b>must</b> submit an original and <b>one additional copies of each proposal.</b>
2.5.4	<p>The proposal submission address is:</p> <p><b>Director General Kenya School of Government P.O Box 23030– 00604 Lower Kabete Nairobi</b></p> <p>Information on the outer envelope should also include: <b>“REQUEST FOR PROPOSALS FOR PROVISION OF CUSTOMISED ORACLE TRAINING CONSULTANCY- SELECTION OF INDIVIDUAL PROFESSIONAL CONSULTANTS – Tender Reference No.RFP NO. KSG/eLDi /01/2019-2020</b></p>
2.5.4	Proposals must be submitted no later than the following date and time: <b>Tuesday March 24, 2020 at 10.30am.</b>
2.6.1	The address to send information to the Client is <a href="mailto:director.eldi@ksg.ac.ke">director.eldi@ksg.ac.ke</a>
2.8.3	The minimum technical score required to pass is <b>70 marks</b>
2.9.3	<p>The formulae for determining the financial scores is the following</p> <p><b><math>Sf = 100 \times \frac{FM}{F}</math> 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 (<i>St</i>) and financial (<i>Sf</i>) scores using the weights (<i>T</i>=the weight given to the Technical Proposal; <i>P</i> = the weight given to the Financial Proposal; <i>T + p = I</i>) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows: - <math>S = St \times T \% + Sf \times P \%</math>. The firm achieving the highest combined technical and financial score will be invited for negotiations.</b></p> <p><b>Weights given to the Technical and Financial Proposals are:</b> <b>T=80</b> <b>P=20</b></p>

2.6	<p><b>EVALUATION</b></p> <p><b>Particulars of interested eligible tenderers</b>  <i>Consultants shall provide the following mandatory requirements which shall be used for the preliminary evaluation (failure to submit the mandatory requirements will lead to disqualification from the tender process).</i></p>	
1.	<b>MANDATORY REQUIREMENTS</b>	YES/NO
MR1	Submit authorized oracle certified trainers license	
MR2	Valid Oracle Membership	
MR3	Submit a Copy of Valid Tax Compliance Certificate from KRA (To be confirmed through TCC checker)	
MR4	Provide evidence of similar Consulting Services undertaken in the last 5 years;	
MR5	Attach Duly filled individual consultant self-Declaration for non-engagement in corrupt practices and Integrity Pact	
MR6	Properly book bound paginated in the format 1,2,3,4--	
<p><b>NB: -individual consultant must meet all the mandatory requirements to qualify for technical evaluation.</b></p>		
<p><b>2. TECHNICAL EVALUATION CRITERIA</b></p>		
	<p><b>TECHNICAL EVALUATION CRITERIA FOR PROVISION OF CUSTOMISED ORACLE TRAINING CONSULTANCY- SELECTION OF INDIVIDUAL PROFESSIONAL CONSULTANTS (documentary evidence should be given)</b></p>	<b>WEIGHT</b>
a	<p><b>Key Experts' qualifications and competence for the Assignment (Consultant to attach signed CV outlining the requirements below)</b></p> <ul style="list-style-type: none"> <li><i>i.</i> General qualifications – Bachelor's degree from a recognized institution in the fields of education and training on software – 5 marks</li> <li><i>ii.</i> Adequacy to undertake assignment (relevant qualification and training to provide consultancy on oracle EBS) – 10 marks</li> <li><i>iii.</i> Specific experience in provision of individual Consultancy Services in oracle EBS – 15 marks (Consultant to provide a signed CV)</li> </ul> <p><b><i>Total Maximum Weighting 30 Points</i></b></p>	<b>30</b>

	<p><b>b</b> <b>Proof of 10 years’ experience in provision of individual consultants services in oracle training (Attach supporting evidence in the form of a letter(s) of reference)</b></p> <ul style="list-style-type: none"> <li>• 10+ years – 20 marks</li> <li>• 5-9 years – 15 marks</li> <li>• 1-4 years – 10 marks</li> </ul> <p><b>Total Maximum Weighting 20 Points</b></p>	<b>20</b>
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	<p><b>c</b> <b>Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs)</b></p> <p><i>{Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds in detail to the TORs, work plan is realistic and implementable; overall consultant has an appropriate skills mix; and the work plan has right input of Experts}</i></p> <p><b>Total Maximum Weighting 40 Points</b></p>	<b>40</b>
	<p><b>d</b> <b>Transfer of knowledge (training) program</b> (relevance of approach and methodology)</p> <p><b>Total Maximum Weighting 10 Points</b></p>	<b>10</b>
	<b>TOTAL</b>	<b>100</b>
	<p>The minimum score to be considered technically responsive is 70 of the possible total 100 points above.</p> <p>Only tenderers who score the minimum 70 and above will have their financial proposals opened for evaluation.</p>	
2.10	<p><b>Negotiations</b></p> <p><b>a) Competitive negotiation</b></p> <p>Kenya school of government shall conduct competitive negotiations where the evaluated price is in excess of available budget</p> <p>The Negotiations and the assignment is expected to commence on: <b>Date and location to be advised to the successful bidder</b></p>	
2.11	<p><b>Award criteria</b></p> <p>Kenya school of government will award the contract to the Consultant with the Highest combined Score after successful negotiations.</p>	

2.13	<p><b>Corrupt and fraudulent practices</b></p> <p>It is a requirement that both Kenya school of government and prospective suppliers of goods, services and works observe the highest standards of ethics during the procurement and execution of contracts.</p> <p>In pursuance of this policy, Kenya school of government requires that all bidders concerned take measures to ensure that no transfer of gifts, payments or other benefits to officials of Kenya school of government and/or procurement/management staff with decision making responsibility or influence occurs. In this regard, Kenya school of government will require all tenderers to sign, as part of the tender documents, an Integrity Pact (Section VI – Standard forms). Non-delivery of the Bidders Declaration and Integrity Pact (Section VI – Standard forms) duly undersigned by the chief executive or legal representative of the tendering party will result in exclusion of the bid/ quotation from the procurement process.</p> <p>Kenya school of government reserves the right to suspend or cancel a tender/quotation if corrupt practices of any kind are discovered at any stage of the award process.</p>
3.4	<p>The estimated number of professional staff weeks required for the assignment is <b>24 weeks</b></p>

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

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

## 2.9 Opening and Evaluation of Financial Proposals

2.9.1 After completion of the evaluation of Technical proposals the procuring entity shall notify the individual consultants 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, the procuring entity 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 the procuring entity 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 the procuring entity in the presence of the individual consultants who choose to attend the opening. The name of the individual consultant, the technical score and the proposed 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:

$Sf = 100 \times fm/f$  where  
Sf is the financial score  
Fm is the lowest fees quoted and  
F is the fees of the proposal under consideration.

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

2.9.4 The individual consultants 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 formula for the combined scores shall be as follows;

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

Where

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

St is the technical score

Sf is the financial score

T is the weight given to the technical proposal and

P is the weight given to the financial proposal

Note P + T will be equal to 100%

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

## **2.10 Negotiations**

2.10.1 Negotiations will be held at the same address indicated in the appendix to the information to consultants. The purpose of the negotiations is for the procuring entity and the individual consultant to reach agreements on all points regarding the assignment and sign a contract.

2.10.2 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.

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

## **2.11 Award of Contract**

- 2.11.1 The contract will be awarded before commencement of negotiations. After negotiations are completed the procuring entity will promptly notify the other individual consultants that they were unsuccessful and return the financial proposals of the individual consultants who did not pass technical evaluation.

- 2.11.2 The selected individual consultant is expected to commence the assignment on the date indicated in the appendix to the information to consultants or any other date agreed with the procuring entity.

## **2.12 Confidentiality**

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

## **2.13 Corrupt or fraudulent practices**

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

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

### ***3.1 Background and Objective of the Consultancy***

The Kenya School of Government was founded under an Act of Parliament with mandate to transform the Public Service through human resource capacity development. This mandate is fulfilled by:

- i) Developing professional competencies in public service values and capabilities for research-based policymaking
- ii) Providing expert consultancy services in organizational re-engineering for higher levels of innovation, adaptability and responsiveness in delivery of public services.

The School invites applications from qualified individuals/teams for a short term consultancy to train and Certify Core IFMIS Support Team in Oracle Modules and conduct customized training in PQL/PSQL Programming, Oracle Database Administration and Oracle Functional Areas with an aim of building techno-functional competency to support IFMIS operations.

### ***3.2 Scope of Work***

This assignment will entail delivery of customized training in the following three areas to support IFMIS operations:

- i) PQL/PSQL Programming
- ii) Oracle Database Administration
- iii) Oracle Functional Areas

### ***3.3 Training Requirements***

#### ***3.3.1 Experience and Expertise of the Consultant***

The Consultant will be expected to have competencies and expertise in the following areas:

- a) Functional Business Expertise
  - i) Developing Business Process Maps in-line with written Acts using Oracle Business Process Management (BPM) Suite
  - ii) Creating/Generating Business Process Documentation
  - iii) Knowledge of Oracle E-Business Suite (EBS) Product Implementation including Data Modeling and Configuration
  - iv) Understanding of the Oracle Unified Method (OUM)
- b) Hyperion Expertise
  - i) Knowledge of Hyperion Planning and Budgeting including Data Modeling, Scenario Planning and ongoing maintenance activities.
  - ii) Integration of Hyperion with EBS.

- c) Oracle Financials Expertise
  - At least three successful EBS Financials projects comprising;
    - i) Oracle R12 Payments functionality;
    - ii) Oracle Trading Community Architecture (TCA);
    - iii) Oracle Sub-ledger Accounting Engine (SLA);
    - iv) Financial Statement Generator (FSG);
    - v) WEB Applications Database Integrator (ADI);
    - vi) Oracle General Ledger (GL);
    - vii) Oracle Accounts Payables (AP);
    - viii) Oracle Cash Management (CM);
    - ix) Oracle Receivables (AR);
  
- d) Oracle Public Sector Expertise
  - i) Oracle Public Sector Budgeting;
  - ii) Oracle Public Sector Financials;
  - iii) Have proven experience of successful EBS Public Sector related projects;
  
- e) Technical Development Expertise
  - Must be Oracle Applications Development Framework Specialist with:
    - i) Proven experience of at least two successful Oracle R12 upgrade projects;
    - ii) At least three years of experience with Oracle Applications Development Framework on Oracle R12 including both enhancing existing application pages and integrating new application framework pages, including knowledge of Java.
    - iii) At least three years of experience in customizing EBS, specifically professional forms customizations, custom library, customizing Oracle forms and integrating custom Oracle forms into EBS.
  
- f) Oracle Reports Development Expertise
  - Specialist for the Reports Development must have:
    - i) Proven experience of at least two successful Oracle R12 upgrade projects;
    - ii) At least three year experience with developing reports with BI Publisher (embedded and standalone), Oracle reports and database objects in Oracle R12;
    - iii) Experience with developing reports in the Financials and Projects areas and familiarity with relevant data models.
  
- g) Oracle Service Oriented Architecture (SOA) Suite Expertise
  - i) Service Oriented Architecture (SOA) Implementation Concepts
  - ii) Building Composite Applications using SOA
  - iii) Integrating E-Business Suite with SOA
  
- h. Experience in the following areas would be an asset:
  - i) Oracle Discoverer, specifically development of business areas on EBS and
  - ii) reports;
  - iii) Oracle Business Intelligence Enterprise Edition (OBIEE)
  - iv) Oracle Business Intelligence Applications (OBIA)
  - v) Strong experience in the following general areas:
    - a. Oracle BI Publisher;
    - b. Oracle PL/SQL;

- c. Oracle Workflow Builder;
- d. Oracle ADF, OAF;
- e. Oracle Hyperion Planning and Reporting;
- f. Oracle Forms and Reports;
- g. Oracle SOA;
- h. Oracle OUM;
- i. Experience with AMS – Change Management for deployment would be an asset;
- j. Oracle System Administration;
- k. Oracle Database Administration (DBAs);
- l. Any other Oracle Technical skill sets as may be required for development of custom components to assist the implementation or support of Oracle e Business Suite and related tools (OBIEE, Hyperion, Fusion etc.);

### *3.3.2 Required Qualification/Experience:*

Applicants should possess the following minimum qualification

- i) A Bachelor's degree from a recognized institution in Computer Science, Information Systems or a relevant area;
- ii) Project Management Qualification or equivalent
- iii) Proven experience as Oracle ERP Project Manager and Coordinator;
- iv) At least five years of experience providing Oracle EBS Consulting Services (at least three successful Oracle R12-related projects);
- v) Valid Oracle Membership
- vi) Three references from the customers to whom Oracle EBS Consulting Services have been provided in the last 5 years;
- vii) Experience in facilitating courses targeting adult learners;
- viii) Advanced communication skills both oral and written;
- ix) Ability to work under pressure and meet strict deadlines.

### ***3.4 Time Schedules and Facilities***

The Consultant will be engaged for a total of 24 weeks between March and November 2020.

KSG will provide the required environment for Oracle training. ICT/Technical Person will be assigned to provide support in the Computer laboratory. Other services including meals and refreshments will be provided.

The Consultant will be expected to make own accommodation arrangements.

### ***3.5 Terms of Payment***

The terms of payment will be as agreed between the two (2) parties.

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

### **Notes on the Preparation of Technical Proposal**

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

It shall contain the following:-

- (a) Submission letter
- (b) Particulars of the consultant including Curriculum vitae (CV)
- (c) Comments and suggestions of the consultant on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity.
- (d) Description of the methodology and work plan for performing the assignment
- (e) Any proposed staff to assist in the assignment
- (f) Consultancy services activities time schedule.

*(to be prepared by the consultant as appropriate)*

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

### **Notes on the Preparation Financial Proposal**

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

- (a) Submission letter indicating total fees
- (b) Summary of costs
- (c) Breakdown of fees per activity
- (d) Breakdown of reimbursable costs/expenses per activity
- (e) Miscellaneous expenses

*(to be prepared by the consultant as appropriate)*

## **SECTION VI - STANDARD CONTRACT FORM**

### **INDIVIDUAL PROFESSIONAL CONSULTANTS**

(Lump-sum payment)

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

**1. STANDARD CONTRACT FORM  
INDIVIDUAL PROFESSIONAL CONSULTANTS  
(Lump-sum payments)**

This Agreement, [hereinafter called “the Contract”] is entered into this \_\_\_\_\_ [insert starting date of assignment], by and between.

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

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

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:-

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

*(Appendices A, B, and C to be prepared as appropriate)*

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

3. **Payment**
  - A. Ceiling For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to Exceed \_\_\_\_\_ [insert amount]. This amount has been established based on the understanding

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

B. Schedule of Payments

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

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

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

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

C. Payment Conditions

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

4. **Project Administration**

A. Coordinator

The Client designates \_\_\_\_\_ [insert name] as Client's Coordinator; the Coordinator will be responsible for the Coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables, by the Client and for receiving and approving invoices for payment.

B. Reports

The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the Course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

5 **Performance Standards**

The Consultant undertakes to perform the Services with the highest standards of professional and

ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

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

For the Client

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

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

For the Consultant

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

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**2. REQUEST FOR REVIEW FORM  
FORM RB 1**

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

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

BETWEEN

.....APPLICANT

AND

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

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

**REQUEST FOR REVIEW**

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

- 1.
  - 2.
- etc.

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

- 1.
  - 2.
- etc

SIGNED .....(Applicant)

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

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**FOR OFFICIAL USE ONLY**

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

SIGNED  
Board Secretary