



**REQUEST FOR QUOTATION NO:
KISM/RFP/01/2023**

REQUEST FOR PROPOSAL (RFP) FOR PROVISION OF CONSULTANCY SERVICES ON DATA PROTECTION TRAINING AND CONDUCT A GAP ANALYSIS OF THE ORGANISATION IN RELATION TO THE DATA PROTECTION ACT

CLOSING DATE: 13th October 2023 at 11:00AM

**Chief Executive Officer
Kenya Institute of Supplies Management
KISM Towers, Ngong Road
P. O. Box 30400,00100
Nairobi Tel; +254111024800**

October 2023

ALL CANDIDATES ARE ADVISED TO READ CAREFULLY THIS TENDER DOCUMENT IN ITS ENTIRETY BEFORE MAKING ANY BID.

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I. SECTION I - LETTER OF INVITATION

DATE: 05th October 2023

- 1.1. The Kenya Institute of Supplies Management invite interested eligible bidders to submit their bids for provision of Consultancy services on data protection training and conduct a gap analysis of the organization in relation to the data protection act.
- 1.2. A complete set of tender documents may be downloaded by interested candidates free of charge from www.kism.or.ke. All bidders taking part in this tender must forward their particulars immediately for recording and any further clarifications and addenda to procurement@kism.or.ke (Company Name and Contact Details)
- 1.3. Tendering will be conducted through the Bidding procedures specified in the Public Procurement and Asset Disposal Act, 2015, the Public Procurement and Disposal Regulations, 2020.
- 1.4. Interested firms may obtain further information on the tender document from;
Name of Procuring Entity: Kenya Institute of Supplies Management
Physical address: KISM Towers, 12th Floor, Ngong Road
Postal Address: P.O Box 30400-00100, NAIROBI
E-mail Address: procurement@kism.or.ke
- 1.5. Completed Tenders are to be enclosed in plain sealed envelopes (separated as technical proposal and financial proposal), marked with the tender reference number and name, and be deposited at KISM Towers, 12th Floor addressed to:
Chief Executive Officer
Kenya Institute of Supplies Management
Attn: KISM Towers, 12th Floor, Ngong Road
P. O. Box 30400,00100 Nairobi Tel; +0111024800

To be received on or before 13th October 2023 AT 11.00 A.M.
- 1.6. All tenderers whose applications will have been received before the closing date and time will be advised of the results of their applications.
- 1.7. Prices quoted should be inclusive of all taxes and delivery costs to the required site (where applicable) and must be in Kenya Shillings and shall remain valid for One Hundred and Twenty (120) days from the closing date of the tender.
- 1.8. You are informed that it is not permissible to transfer this invitation to any other Consultant. A consultant will be selected under Quality and Cost Based Selection Method (QCBS) described in this RFP, in accordance with the policies established in the Public Procurement and Asset Disposal Act [PPDA] 2015.
- 1.9. The KISM reserves the right to accept or reject any tender and may annul the tendering process and reject all tenders at any time prior to contract award without thereby incurring any liability to the affected tenderer or tenderers.

2. SECTION II – INFORMATION TO CONSULTANTS (ITC)

General Provisions - Definitions

- i. “Client” means the Kenya Institute of Supplies Management
- ii. “Consultant” means the firm that has signed the contract with Kenya Institute of Supplies Management
- iii. “Contract” means a legally binding written agreement signed between KISM and the Consultant and includes all the attached documents listed in Conditions of Contract.
- iv. “Personnel” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under this Contract and whose CV is taken into account in the short listing the Consultant’s invited to submit proposals.
- v. “Non-Key Personnel” means an individual professional provided by the Consultant who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- vi. “Proposal” means the Technical and Financial Proposal of the Consultant.
- vii. “Services” means the work to be performed by the Consultant pursuant to the Contract.
- viii. “TORs” means the “Terms of Reference” that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of KISM and the Consultant, and expected results and deliverables of the assignment.

2.1 Introduction

- 2.1.1 The Client named in the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix.
- 2.1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix.
- 2.1.3 The Consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, Consultants are encouraged to liaise with KISM regarding any information that they may require before submitting a proposal.
- 2.1.4 KISM will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that:
 - i. the costs of preparing the proposal and of negotiating the Contract, including any visit to KISM are not reimbursable as a direct cost of the assignment; and
 - ii. KISM is not bound to accept any of the proposals submitted.
- 2.1.6 KISM’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The procuring entity shall allow the tenderer to download the RFP document free of

charge.

2.2 Clarification and Amendment of RFP Documents

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, or electronic mail to KISM's address indicated in the Appendix "ITC". KISM will respond by electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited Consultants who intend to submit proposals.
- 2.2.2 At any time before the submission of proposals, KISM may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited Consultants and will be binding on them. KISM may at his discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

- 2.3.1 The Consultants proposal shall be written in English language
- 2.3.2 In preparing the Technical Proposal, Consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 2.3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or sub-consultancy as appropriate. Consultants shall not associate with the other Consultants invited for this assignment. Firms associating in contravention of this requirement shall automatically be disqualified.

In all cases the shortlisted firm must ensure that proposed key staffs are not appearing on the proposal of any other shortlisted firm. Firms with proposed key staff in contravention of this requirement shall automatically be disqualified.
 - (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
 - (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.
 - (iv) Proposed professional staff must as a minimum, have the experience indicated in the RFP to Information to Consultants, preferably working under conditions similar to those prevailing in Kenya.
 - (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.
- 2.3.4 The Technical Proposal shall provide the following information using the Attached Standard Forms;

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by KISM.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the Authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the period stated in the technical evaluation criteria.
- (vi) Estimates of the total staff input (professional and support staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, Staffing and Monitoring of training.
- (viii) Any additional information requested.

2.3.5 The Technical Proposals shall not include any financial information.

2.4 Preparation of Financial Proposal

- 2.4.1 In preparing the Financial Proposal, Consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.
- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the Consultants, the sub-Consultants and their personnel.
- 2.4.3 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal Submission Form.
- 2.4.4 The Proposal must remain valid for 120 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The KISM will make his best effort to complete negotiations within this period. If the KISM wishes to extend the validity period of the proposals, the Consultants shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

- 2.5.1 The original Technical Proposal and Financial Proposal; shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
- 2.5.2 For each proposal, the Consultants shall prepare the number of copies indicated in Appendix "ITC". 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 Tenderer is required to serialize all pages for each bid submitted.
- 2.5.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and warning: "DO NOT OPEN WITH THE TECHNICAL PROPOSAL". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix "ITC" and is clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE."
- 2.5.5 The completed Technical and Financial Proposals must be delivered at The Submission address on or before the time and date stated in the "ITC". Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 2.5.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of KISM department up to the time for public opening of financial proposals.

2.6 Proposal Evaluation General

- 2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact KISM on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix "ITC". Any effort by the firm to influence KISM in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.
- 2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.7 Evaluation of Technical Proposal

- 2.7.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as indicated in the Appendix to Information to consultants.

Each responsive proposal will be given a technical score (St). Actual score points are provided in the Appendix "ITC". A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of

Reference or if it fails to achieve the minimum technical score indicated in the Appendix "ITC".

2.8 Public Opening and Evaluation of Financial Proposal

- 2.8.1 After Technical Proposal evaluation, KISM shall notify those Consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. KISM shall simultaneously notify the Consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those Consultants who choose to attend. The opening date of the financial proposal shall be after completing technical evaluation. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail to invite the bidder for opening ceremony.
- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. KISM shall prepare minutes of the public opening.
- 2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e., whether the consultant has cost all the items of the corresponding Technical Proposal) and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the financial proposal as submitted shall prevail.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices.

However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.

- 2.8.5 This shall be based on Least Cost Selection.
- 2.8.6 The tender evaluation committee shall evaluate the tender within 21 days from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.8.9 Price variation requests shall be processed by KISM within 30 days of receiving the request.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address as "address to send information to Kenya Institute of Supplies Management" indicated in the Appendix "ITC". The aim is to reach agreement on all points and sign a contract.
- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of

Reference. KISM and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff -months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from KISM to ensure satisfactory implementation of the assignment.

- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no fees breakdown).
- 2.9.4 Having selected the form on the basis of, among other things, an evaluation of proposed key professional staff, KISM expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, KISM will require assurances that the experts will be actually available. KISM will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations KISM and the selected firm will initial the agreed Contract. If negotiations fail, KISM will invite the firm whose proposal received the second highest score to negotiate a contract.
- 2.9.6 KISM shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

- 2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, KISM will promptly notify other Consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those Consultants who did not pass the technical evaluation.
- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified as per contract.
- 2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.10.4 The KISM may at any time terminate procurement proceedings prior to notification of tender award and shall not be liable to any person for the termination.
- 2.10.5 KISM shall give notice of the termination to all persons who submitted tenders of the termination within fourteen days of termination and such notice shall contain the reason for termination.
- 2.10.6 To qualify for contract awards, the tenderer shall have the following:
 - (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - (d) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

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

2.12 Corrupt or fraudulent practices

- 2.12.1 The KISM 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/she has not and will not be involved in corrupt or fraudulent practices.
- 2.12.2 KISM will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INFORMATION TO CONSULTANTS (ITC)

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

Clause Reference

- a) The name of client is: **Kenya Institute of Supplies Management**
- b) Selection Method: **Least Cost Selection (LCS)**
- c) Technical and Financial Proposals are requested: **Yes**
- d) The name, objectives, and description of the assignment are: **REQUEST FOR PROPOSAL FOR PROVISION OF CONSULTANCY SERVICES ON DATA PROTECTION TRAINING AND CONDUCT A GAP ANALYSIS OF THE ORGANISATION IN RELATION TO THE DATA PROTECTION ACT.**
- e) All enquiries regarding the RFP and the assignment can be made to: The name(s), address (es) and telephone numbers of KISM's official(s) are:

Name of Procuring Entity: **Kenya Institute of Supplies Management**
Physical address: **KISM Towers, 12th Floor, Ngong Road**
Postal Address: **P.O Box 30400-00100, NAIROBI**
procurement@kism.or.ke

- f) Price Charged for RFP Document: **Free of Charge.**
- g) Consultants may request a clarification of any of the RFP documents only if up to third of publication period remains to the submission date.
- h) The estimated number of professional staff months required for the assignment is; 2 per month or any number that the consultant deems to be adequate for the assignment.
- i) Reimbursable expenses costs **Not Applicable**
- j) Taxes: **All applicable taxes to be included in the Financial Proposals.**

- k) Consultants must submit an original and an additional one (1) copy of the technical proposal. Consultants must submit an original and additional one (1) copy of the financial proposal.
- l) The proposal submission address is: **KISM Towers, 12th Floor Ngong Road**
- m) Information on the outer envelope should also include:
Chief Executive Officer
Kenya Institute of Supplies Management
KISM Towers, 12th Floor, Ngong Road
P. O. Box 30400,00100 Nairobi
Tel; 0111024800;
- E-mail; procurement@kism.or.ke.”** Clearly marked with the tender reference number
- n) Proposals must be submitted no later than **13TH October 2023** at 11.00 AM
- o) The address to seek any information to KISM is:
Kenya Institute of Supplies Management
KISM Towers, 12th Floor, Ngong Road
P.O Box 28938-00200 Nairobi Kenya
procurement@kism.or.ke
- p) The Evaluation Committee shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference and Mandatory Requirements of the RFP, applying the evaluation criteria as follows:

I. SECTION I – TERMS OF REFERENCE

2.

1.1 Introduction

Kenya Institute of Supplies Management is the statutory body for supplies practitioners whose mandate is to train, register, license, discipline and regulate supply chain management practitioners in the Republic of Kenya. The Institute is requesting consultancy services to aid in compliance with the Data Protection Act.

We have always sought to provide our customers with the best service and products when it matters.

This document constitutes the formal Request for Proposal (RFP) for PROVISION OF CONSULTANCY SERVICES ON DATA PROTECTION TRAINING AND CONDUCT A GAP ANALYSIS OF THE ORGANISATION IN RELATION TO THE DATA PROTECTION ACT.

All questions relating to this RFP must be directed in writing only to procurement@kism.or.ke. Details contained in this RFP must be treated as confidential and not be discussed with any other person within or outside Kenya Institute of Supplies Management.

1.2 Background Aims and Objectives

Kenya Institute of Supplies Management intends to fully comply with the Data Protection Act of 2019 and is therefore seeking a suitable vendor to:

- a. Aid the Institute in registration as a Data controller/processor;
- b. Guide the Institute in full compliance with the Data Protection Act, 2019;
- c. Provide services to create awareness to the Council and staff;
- d. Conduct an Audit to identify compliance gaps
- e. Provide a framework for the closure of identified gaps.
The vendor should give as much information as possible about their capability to train both the Council and staff, conduct governance and process gap analysis using structured methodologies and skilled personnel including after-sales service support.
- a. Training of KISM Council, Management and staff on the Data Protection Act of 2019 with respect to their different obligations under the Act.
- b. Review and Assess KISM's current data governance framework with the aim of identifying and providing recommendations for the closure of noted gaps. This includes but is not limited to:
 - i. Registration and Licensing
 - ii. Capacity development
 - iii. Marketing and communication strategies,
 - iv. Interdepartmental communication,
 - v. Human Resource data handling, credit processing arrangements
 - vi. Physical security controls
 - vii. Cybersecurity,
 - viii. Membership communications,
 - ix. Archiving, Storage Retention
 - x. Outsourcing,
 - xi. Interactions with vendors and use of data obtained from third parties.
- c. Review contracts and agreements between KISM and third parties for compliance gaps and offer recommendations for closure of noted gaps.
- d. Conduct ICT system reviews including database, endpoint, and networks and networking equipment to identify gaps and provide recommendations to close noted gaps.
- e. Review the ICT systems controls for adequacy of securing data.
- f. Review of the existing KISM policies to identify gaps and provide recommendations to close noted gaps
- g. Guide the Institute in applying for data protection certification of registration under the appropriate categories;
- h. Development of the following Data Protection Documentation:
 - i. The Data Protection Policy;
 - ii. The Data Protection Privacy Notice;
 - iii. The Data Protection Impact Assessment;
 - iv. The Retention Policy;
 - v. The Personal Data Sharing Policy;
 - vi. The Data Processors Agreements;
 - vii. Data subject rights and requests Policy;
 - viii. Records Management and Archival Policy;
 - ix. Complaints handling structure; and
 - x. Breach notification structure.

The vendor should give as much information as possible about their capability to train both the Council, Management and staff, conduct governance and process gap analysis using structured methodologies and skilled personnel including after sales service support.

The assignment should be completed on or before **20th December 2023**.

1.3 Scope of Engagement

Refer to section 2

1.4 RFP Response Format

- I.4.1 The bidder shall refer to section 2 – scope of work for details regarding the PROVISION OF CONSULTANCY SERVICES ON DATA PROTECTION TRAINING AND CONDUCT A GAP ANALYSIS OF THE ORGANISATION IN RELATION TO THE DATA PROTECTION ACT. For Kenya Institute of Supplies Management. The respondent is welcome to provide any additional information that will aid enhance the competitiveness of its bid.
- I.4.2 The proposals should be submitted in 2 parts, the “Technical Proposal” and “Commercial Proposal”, Kenya Institute of Supplies Management ” ,on or before 13th October 2023 at 5.00 PM the said dates with the subject clearly referenced as “PROVISION OF CONSULTANCY SERVICES ON DATA PROTECTION TRAINING AND CONDUCT A GAP ANALYSIS OF THE ORGANISATION IN RELATION TO THE DATA PROTECTION ACT.
- I.4.3 The bidders “Technical Proposal” should provide among others the below crucial information, which will be treated with the highest confidence by Kenya Institute of Supplies Management
- a. Bidders profile
 - b. Names, qualifications, experience and brief CVs for each of the professional staff involved in the project.
 - c. Company contacts address
 - d. Duration company has been existent and time in relevant area
 - e. References of where similar work has been undertaken.
 - f. Details to demonstrate capacity and capability to provide technical above functional requirements.
 - g. Additional information considered relevant to this proposal.
- I.4.4 Kenya Institute of Supplies Management shall adopt a two-tiered approach in evaluation of the proposal. All technical evaluations shall precede the commercial proposals. Only those whose technical proposals found to be responsive will be opened.
- I.4.5 In the assumption that contract is satisfactorily concluded, bidder shall be expected to commence assignment after final agreement is reached.
- I.4.6 The proposals shall be submitted to on or before the time and date stated. 13th October 2023 at 11.00 AM
- I.4.7 Bidders shall conform to the above-mentioned criteria and shall furnish all relevant correspondence related to this proposal. Kenya Institute of Supplies Management reserves the right to evaluate/verify claims made by bidders.

2. SECTION 2 –SCOPE OF WORK

2.1 Purpose of RFP.

The consultant should be able to offer support to Kenya Institute of Supplies Management in the following-but not limited to-areas; in liaison with Kenya Institute of Supplies Management' Management Board

- a. Aid the Institute in registration as a Data controller/processor;
- b. Guide the Institute in full compliance with the Data Protection Act, 2019,
- c. Provide services to create awareness to the Council and staff,
- d. Conduct an Audit to identify compliance gaps
- e. Provide a framework for the closure of identified gaps.
 - a. The vendor should give as much information as possible about their capability to train both the Council and staff, conduct governance and process gap analysis using structured methodologies and skilled personnel including after-sales service support.
- f. Training of KISM Council, Management and staff on the Data Protection Act of 2019 with respect to their different obligations under the Act.
- g. Review and Assess KISM's current data governance framework with the aim of identifying and providing recommendations for the closure of noted gaps. This includes but is not limited to:
 - i. Registration and Licensing
 - ii. Capacity development
 - iii. Marketing and communication strategies,
 - iv. Interdepartmental communication,
 - v. Human Resource data handling, credit processing arrangements
 - vi. Physical security controls
 - vii. Cybersecurity,
 - viii. Membership communications,
 - ix. Archiving, Storage Retention
 - x. Outsourcing,
 - xi. Interactions with vendors and use of data obtained from third parties.
- h. Review contracts and agreements between KISM and third parties for compliance gaps and offer recommendations for closure of noted gaps.
- i. Conduct ICT system reviews including database, endpoint, and networks and networking equipment to identify gaps and provide recommendations to close noted gaps.
- j. Review the ICT systems controls for adequacy of securing data.
- k. Review of the existing KISM policies to identify gaps and provide recommendations to close noted gaps
- l. Guide the Institute in applying for data protection certification of registration under the appropriate categories;
- m. Development of the following Data Protection Documentation:
 - i. The Data Protection Policy;
 - ii. The Data Protection Privacy Notice;
 - iii. The Data Protection Impact Assessment;
 - iv. The Retention Policy;
 - v. The Personal Data Sharing Policy;
 - vi. The Data Processors Agreements;
 - vii. Data Protection Standard Operating Procedures;
 - viii. Template for various consents applicable to the Institute;
 - ix. Data subject rights and requests Policy;
 - x. Records Management and Archival Policy;
 - xi. Complaints handling structure; and
 - xii. Breach notification structure.

The vendor should give as much information as possible about their capability to train both the Council, Management and staff, conduct governance and process gap analysis using structured methodologies and skilled personnel including after sales service support.

The assignment should be completed on or before **20th December 2023.**

2.2 Methodology and Work Plan

The proposal should clearly elaborate the proposed methodology, work-plan and timelines for undertaking and completing the project.

DISCLAIMER:

- i. Canvassing for shortlisting or award of the tender will lead to automatic disqualification.
- ii. Kenya Institute of Supplies Management reserves the right to reject any bid from any firm and is not obliged to disclose reasons therein

Preliminary Evaluation Criteria (Mandatory Requirements) The tenderer Must:

MR 1	Must submit bound bid document. (spiral or book bound), clearly paginated (Both soft and hard copies through the shared email address)
MR 2	Bid document MUST be in original (1) and copy (1). (financial be enclosed separately –form of tender)
MR 3	Copy Certificate of Incorporation
MR 4	CR 12, (not older than six months from the tender opening date)
MR 5	Copy of KRA Pin Certificate and Tax Compliance Certificate
MR 6	Copy of current relevant professional body membership
MR 7	Anti–corruption declaration - (in the format provided in the tender document)
MR 8	Submit valid Professional indemnity cover amounting to at least Kshs 5 Million
MR 9	Submit Audited books of accounts 2021 & 2022 (signed and stamped by auditors)
MR 10	Business questionnaire - (in the format provided in the tender document)

Note: Only bidders who meet above requirements will proceed to technical evaluation.

B) Technical Evaluation Criteria(Pass mark 50 out of 75)

S/No.	Evaluation Criteria		Max Score	Score Awarded
1.		<p>Experience of the firm in providing similar consultancy services (Give at least Two (3) relevant references.</p> <ul style="list-style-type: none"> • 1 years and above-(4 Marks) • Below 1 years-(2 Marks) 	4	
2.		<p>Education level and professional qualifications of Lead Consultant should have Technical Skills and knowledge it takes to assess, build and implement a comprehensive data privacy solution. The consultant should possess internationally recognized certification like Certified Information Privacy Professional (CIPP by IAPP) OR Certified Data Privacy Solutions Engineer (CDPSE-ISACA) or equivalent certification): Attach CVs, certificates and professional certificates.</p> <ul style="list-style-type: none"> • Master’s Degree plus Internationally recognized Professional Certification - (15 Marks) • Bachelor’s Degree plus Internationally recognized Professional Certification –(10 Marks) • Masters NO Internationally recognized Professional Certification - (8 Marks) • Bachelor’s degree NO Internationally recognized Professional Certification – (6 Marks) • None of above - (0 Marks) 	15	

S/No.	Evaluation Criteria	Max Score	Score Awarded
3.	<p>Quality of management & personnel of the firm. Attach evidence of qualification for two (2) senior management and or technical / Professional staff with the relevant qualifications who will be involved in this assignment.</p> <ul style="list-style-type: none"> • Degree-(3.5 Marks) each • Diploma-(2 Marks) each • Certificate-(1 Marks) each 	7	
4.	<p>Methodology and approach</p> <p>(i)The firm’s initiatives and recommendations to undertake the assignment, firms should demonstrate flexibility and ability to deliver within a tight deadline (Include a proposed training methodology for the client) – (6 marks)</p> <p>(ii) Propose work plan and methodology on how they will carry out the assignment, with clear timelines, reports and presentations-(8 marks)</p> <p>(iii) Value additions – Must clearly be documented – (4 Marks)</p>	18	
5.	<p>Financial Stability of the Firm</p> <p>The consultant should be financially stable with a minimum operational capital or line of credit of at least Kshs. 500,000.00 Provide current bank statements or proof of financial stability - (3 marks) (The less the amount the less the marks) A write up from the bank confirming financial status is acceptable</p>	3	
6.	<p>Reference Checks.</p> <p>Provide references from three (3) major corporate clients you have offered similar services to and a letter authorizing KISM that it may confirm the details of the references if it deems appropriate.Attach the reference letters (3Marks).</p>	3	
7.	<p>Phase 3 – Additional Technical Requirements</p> <p>i) Use of ICT in facilitating the execution of the assignment (The firm’s administration and system’s capacity). Describe your firm’s level of technological investment and how ICT will be used to aid the execution of the exercise (4 Marks).</p> <p>ii) Provide recommendation of possible technology solution to support the data privacy program. Proof partnership with software technology provider. (1 Marks)</p> <p>iii) Readiness to offer post-consultancy support. Describe your firm’s willingness and ability to offer support after the submission of the final report should the client require the</p>	10	

S/No.	Evaluation Criteria	Max Score	Score Awarded
	<p>same. Provide proof of past post-consultancy support. (2 Marks)</p> <p>iv) Provide in detail two sustainable adoptions that the firm has implemented in the promotion of the UN 17 Sustainable Development Goals. You do not have to give an adoption for each goal just two that you are currently implementing. (3 marks)</p>		
8.	<p>Phase 4 – Oral Presentations</p> <p>Proposers who will have met the mandatory requirements will be required to make oral presentations of how they intend to execute the assignment and also provide details of the team composition for the task. Information from the oral presentation will also be used as part of the Technical Evaluation process. KISM reserves the right to incorporate elements from oral presentations in the final Contract</p>	15	

NOTE.

The financial envelop will be opened after technical evaluation for the firm/s that attains the technical pass mark of **50 marks out of the 75.**

Financials shall include.

1. Completed, signed and stamped form of tender (financial proposal 4.1)
2. Financial breakdown – fully filled, signed, and stamped. (Financial breakdown 4.2)

(All in the format provided in the tender document)

3. SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

3 TECHNICAL PROPOSAL FORMS

- 3.1 The Consultant shall complete this form and submit it as part of the Consultant's proposal, attaching all technical submissions as required and the technical proposal forms provided.
- 3.2 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultant's own risk and may result in rejection of the consultant's proposal.
- 3.3 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 3.4 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

TECHNICAL PROPOSAL SUBMISSION FORM

Date.....

To:

**Chief Executive Officer
Kenya Institute of Supplies Management
KISM Towers, 12th Floor, Ngong Road.
P. O. Box 30400,00100Nairobi
Tel; +254111024800**

Dear Sir,

TECHNICAL PROPOSAL REQUEST FOR PROPOSAL FOR PROVISION OF CONSULTANCY SERVICES ON DATA PROTECTION TRAINING AND CONDUCT A GAP ANALYSIS OF THE ORGANISATION IN RELATION TO THE DATA PROTECTION ACT.

We, the undersigned, offer to provide the consulting services for the above mentioned in accordance with your request for proposals dated [insert date]. We are hereby submitting our Technical Proposal, in response to your invitation to us to submit a technical proposal and a financial proposal.

We hereby declare that

- a) All the information and statements made in this Technical Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by KISM.
- b) Our Proposal shall be valid and remain binding upon us for the period of 120 days from the date of tender/proposal opening.
- c) We have no conflict of interest.
- d) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of Kenya
- e) We undertake to negotiate a Contract on the basis of the technical proposal to carry out the assignment.
- f) We accept that there will be no substitution of key personnel for reasons which may lead to the termination of Contract negotiations and even the contract itself.
- g) Our Proposal is binding upon us and it is subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in the negotiated contract. We understand that KISM is not bound to accept any Proposal that it receives.

We remain,

Yours Sincerely,

Authorized Signature

Name of Consultant

Address

Contact Phone

Contact e-mail address):

Stamp or Seal

MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

(Must be filled by all applicants or Tenderers' who choose to participate in this tender) Name of Applicant (s).....

You are requested to give the particulars in Part I and either Part 2 (a), 2(b) or 2(c), which ever applies to your type of business. Part 2(d) to part 2(ij) must be filled. You are advised that giving wrong or false information on this Form will lead to automatic disqualification/termination of your business proposal at your cost.

Part I – General

Business Name.....
Certificate of Incorporation /Registration No.....
Location of Business premises:Country.....Physical address.....
Town.....Building.....
Floor.....Plot No.....
Street/Road.....Postal Address.....
Postal/Country Code.....Telephone No's.....
Fax No's.....E-mail address.....
Website.....
Contact Person (Full Names).....
Direct/Mobile No's.....Title.....
.....
Power of Attorney (Yes/No) If Yes, attach written document.
Nature of Business (Indicate whether manufacturer, distributor, etc).....

Part 2 (a)–Sole Proprietor (if applicable)

Full names.....
Nationality.....Country of Origin.....
Company Profile..... (Attach brochures or annual reports in case of public company)

Part 2 (b)–Partnerships (if applicable)

Give details of partners as follows:
Full Names Nationality Citizenship Details Shares
1.
2.
Company Profile.....(Attach brochures)

Part 2 (c)–Registered Company (If applicable)

Private or public.....
Company Profile.....(Attach brochures or annual reports in case of public companies)
State the nominal and issued capital of the Company
Nominal KShs.....
Issued KShs.....
List of top ten (10) shareholders and distribution of shareholding in the company. Give details of all Directors as follows:-
Full Names Nationality Citizenship Details Shares
1.

Part 2(d) – Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent, corrupt, coercive and obstructive acts with regard to this or any other tender by any public or private institutions.

Full Names.....

Signature.....

Dated this.....day of..... 2021.

In the capacity of.....

Duly authorized to sign Tender for and on behalf of.....

Part 2(e) – bankruptcy/insolvency/receivership.

I/We declare that I/We have not been declared KISMrupt or insolvent by the competent Authorities inKenya and neither are we under receivership:

Full Name.....

Signature.....

Dated this.....day of.....2021.

In the capacity of.....

Duly authorized to sign Tender for and on behalf of.....

Part 2(f) –Criminal Offence

I/We, (Name(s)of Director(s)):-

Have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter in to a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed.....

For and on behalf of M/s

In the capacity of.....

Dated this.....day of..... 2023.

Suppliers’/Company’s Official Rubber Stamp.....

Part2(g) – Conflict of Interest

I/We, the undersigned state that I /We have no conflict of interest in relation to thisprocurement:

a).....

For and on behalf of M/s

In the capacity of

Dated thisday of..... 2023

Suppliers’/Company’s Official Rubber Stamp.....

Part2(h) – Interest in the Firm:

Is there any person/persons in KISM or any other public institution who has interest in the Firm? Yes/No
(Delete as necessary) Institution.....

(Title)

(Signature)

(Date)

Part2(I)– Experience:

Please list here below similar projects accomplished or companies/clients you have supplied with similar items or materials in the last 5 years.

	Company Name	Country	Contract/Order No.	Value	Contact person (Full Names)	E-mail address	Cell phone No.
1							
2							
3							
4							

Part 2 (I or j)–Declaration

I/We, the undersigned state and declare that the above information is correct and that I/We give authority to seek any other references concerning my/our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, bankers, etc.

Full names.....

Signature.....

For and on behalf of M/s.....

In the capacity of.....

Dated this..... day of 2023.

Suppliers'/Company's

Official Rubber Stamp.....

MANDATORY ANTI-CORRUPTION DECLARATION

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the Public Procurement & Disposal Act 2015

We also underscore the importance of adhering to the law in the implementation of the project. We will inform our staff about their respective obligations and about their obligation to fulfill this declaration of undertaking and to obey the laws of the country.

We also declare that our company/sub-contractors/ all members of the consortium has/have not been debarred to engage in procurement/ included in the list of sanctions.

We acknowledge that, the client is entitled to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

Dated this _____ day of _____ 2023 ____

(Name of company)(Signature(s))

RECOMMENDATION LETTERS

(To be completed on clients Letterhead)

Our Ref:

Date.

Address

**Chief Executive Officer
Kenya Institute of Supplies Management
KISM Towers, 12th Floor, Ngong' Road
P. O. Box 30400,00100 Nairobi
Tel; +254111024800**

REFERENCE LETTER

This is to confirm that _____ has offered consultancy services for our firm and we confirm the details as outlined below:

Assignment name:	Country:	
Location within Country	Professional Staff Provided by your Firm	
Client's contact person for the assignment: (telephone no. and email address)		
Address	Duration of Assignment	
Start Date Completion date	Approx. value of services	
KISMs (Fund) Value:		
Name of Associated consultants		
Name of Senior Staff Involved & functions performed		
Name	Role	Functions
Description of Actual Services Provided:		

We are satisfied with the firms' performance has met our expectations in regard to the assignment.

We would not hesitate to recommend ___ as a reliable and professional fund management company. You may reach us on the given addresses to confirm the details provided.

Yours faithfully,

COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY KISM.

Provide and justify here any modifications or improvement to the Terms of Reference to improve performance in carrying out the assignment, such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities. Such suggestions should be concise and to the point and incorporated in your Proposal. Also provide comments on counterpart staff and facilities to be provided by KISM to improve performance in carrying out the assignment. KISM shall not be bound to any comments or suggestions provided.

On the Terms of reference:

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

On the data, services and facilities to be provided by KISM:

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

DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Provide a section on Approach, Methodology and Work plan for performing the assignment that should include:

- (a) Technical Approach and Methodology,
- (b) Work Plan, and
- (c) Organization and Staffing,

- (a) Technical Approach and Methodology. In this chapter the Consultant should explain his/her understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. The Consultant should highlight the problems being addressed and their importance and explain the technical approach the Consultant would adopt to address them. The Consultant should also explain the methodologies proposed to adopt and highlight the compatibility of those methodologies with the proposed approach.
- (b) Work Plan. In this chapter the Consultant should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by KISM), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports and tables to be delivered as final output, should be included here. The work plan should be consistent with the “ACTIVITY (WORK) SCHEDULE FORM” on Paragraph 6 below.
- (c) Organization and Staffing. In this chapter the Consultant should propose the structure and composition of the Consultant’s team. The Consultant should list the main disciplines of the assignment, the key personnel responsible, and proposed technical and support staff. In addition to describing the structure and composition of the Consultant’s team, the Consultants shall summarize it on the Staffing Form below.

TEAM COMPOSITION AND TASK ASSIGNMENTS STAFFING FORM

	Name of Key Personnel	Position	Tasks	Time required for assignment
1		Team Leader		
2		Assistant Consultant		
3		Assistant Consultant		
4				
5				
Name of Non-Key Personnel				
1				
2				
3				
4				
5				
6				

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

The Consultant shall provide a signed CV of each of the Key Personnel, this must detail the number of years, the assignments handled, qualifications both professional and academic and skills.

ACTIVITY TIME SCHEDULE FOR THE ASSIGNMENT

The Consultant will prepare an activity schedule that will take care of all phases of the assignment, i.e. document review, field work and assembling of information and writing the reports. The Consultant will organize work Teams and timetable to complete this field work, including all associated travel/field costs. To this end, the Consultant will prepare an activity that would closely follow (but not necessarily be same as) the “Activity (Work) Schedule Format” below. The Consultant should derive these activities from the TOR, e.g. sampled contracts, Inception Report, field work, monthly reports, draft report, final report, etc. in sufficient detail.

4. SECTION IV: - FINANCIAL PROPOSAL

The Consultant shall complete this form and submit it as part of the Consultant's proposal, attaching all financial submissions as required herein and in the financial proposal forms provided.

FINANCIAL PROPOSAL SUBMISSION FORM

Date

TO:

**Chief Executive Officer
Kenya Institute of Supplies Management
KISM Towers, 12th Floor, Ngong Road
P. O. Box 30400,00100Nairobi
Tel; +254111024800**

Dear Sir,

FINANCIAL PROPOSAL FOR PROVISION OF CONSULTANCY SERVICES ON DATA PROTECTION TRAINING AND CONDUCT A GAP ANALYSIS OF THE ORGANISATION IN RELATION TO THE DATA PROTECTION ACT TENDER NO _____

- a) We, the undersigned, offer to provide the consulting services for REQUEST FOR PROPOSAL FOR ACTUARIAL VALUATION SERVICE in accordance with your request for proposals dated *[insert date]* and our Technical Proposal. We are hereby submitting our Financial Proposal, in response to your invitation to us to submit a technical proposal and a financial proposal. Our attached Financial Proposal is in **Kshs** (In words) **Kshs**. (In figures) This amount is inclusive of all taxes levied in Kenya or in other countries, which shall be identified during negotiations and shall be added to the contract price.
- (b) Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. Proposals must remain valid for **120 days after the submission date** as indicated in the instructions to Consultants.
- (c) No commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are allowed in our price proposal
- (d) We understand you are not bound to accept any Proposal you receive.

Yours Sincerely,

Authorized Signature _____

Name of Consultant _____

Address _____

Contact phone _____

Contact e-mail address) _____

STAMP OR SEAL _____

BREAKDOWN OF CONTRACT PRICE

(All costs shall be inclusive of all taxes, insurances, overheads, and profit).

No.	Financial breakdown	Amount in Kshs inclusive of applicable taxes
i.		
ii.		

Signed (Consultant)

Date

Stamp/Seal

5. SECTION VI: FORM OF CONTRACT

CONTRACT AGREEMENT FORM

THIS AGREEMENT made this.....day of.....20.... BETWEEN Kenya Institute of Supplies Management, a state corporation established by the Supplies Practitioners Management Act, 2007, situated at KISM Towers, 12th Floor, Ngong Road. P.O. Box 30400-00100, Nairobi, Kenya aforesaid (*hereinafter referred to as the "Client"*) of the one part,

AND

.....a duly registered entity according to the laws of.....and of Post Office Box Number..... in the Republic aforesaid, (*hereinafter referred to as the "Consultant"*) of the other part;

WHEREAS KISM invited tenders for certain services, that is to say, for Consultancy Services under Tender Number.....

AND WHEREAS KISM has accepted the Tender by the Consultant for the services in the sum of Kshs.....VAT Inclusive say.....(*hereinafter called "the Contract Price"*) as outlined in the notification of award letter referred to in clause 5(g).

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 and the Tender Document.
2. Unless the context or express provision otherwise requires:
 - a) reference to "this Agreement" includes its recitals, any schedules and documents mentioned hereunder and any reference to this Agreement or to any other document includes a reference to the other document as varied supplemented and or replaced in any manner from time to time.
 - b) any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made thereunder.
 - c) words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.
 - d) words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the "Consultant" the covenants, agreements obligations expressed to be made or performed by the Consultant shall be deemed to be made or performed by such persons jointly and severally.
 - e) where there are two or more persons included in the expression the "Consultant" any act default or omission by the Consultant shall be deemed to be an act default or omission by any one or more of such persons.
3. In consideration of the payment to be made by KISM to the Consultant as hereinbefore mentioned, the Consultant hereby covenants with KISM to perform and provide the services and remedy any defects thereon in conformity in all respects with the provisions of the Contract.
4. KISM hereby covenants to pay the Consultant in consideration of the proper performance and provision of the services and the remedying of defects therein, 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 following documents shall constitute the Contract between KISM and the Consultant and each shall be read and construed as an integral part of the Contract: -
- (a) this Contract Agreement
 - (b) the Special Conditions of Contract as per the Tender Document c. the General Conditions of Contract as per the Tender Document
 - (c) the Price Schedules/ Financial Proposal submitted by the Consultant and agreed upon with KISM.
 - (d) the Terms of Reference as per KISM's Tender Document
 - (e) the Consultant's obligations to KISM
 - (f) KISM Notification of Award dated
 - (g) the technical submission form
 - (h) Proposed work plan and schedule of activities
6. In the event of any ambiguity or conflict between the contract documents listed above, the order of precedence shall be the order in which the contract documents are listed in 5 above except where otherwise mutually agreed in writing.
7. The Commencement Date shall be the working day immediately following the fulfillment of all the following: -
- a) Execution of this Contract Agreement by KISM and the Consultant.
 - b) Issuance of the Performance Bond by the Consultant and confirmation of its authenticity by KISM.
 - c) Issuance of the Official Order by KISM to the Consultant.
- The period of contract validity shall begin from the Commencement date and end sixty