

REPUBLIC OF KENYA

THE NATIONAL TREASURY AND PLANNING

P. O. BOX 30007 - 00100

NAIROBI



REQUEST FOR PROPOSALS (RFP)

FOR

**PROCUREMENT OF A CONSULTANT TO
CARRY OUT GAP ANALYSIS, IDENTIFICATION
OF STRATEGIC ACTIVITIES, INCENTIVES AND
DEVELOPMENT OF NIFC REGULATIONS FOR
THE NAIROBI INTERNATIONAL FINANCIAL
CENTRE (NIFC)**

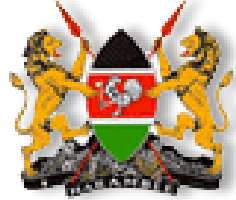
TENDER NO: TNT/026/2018 - 2019

CLOSING DATE: 27th NOVEMBER, 2018 AT 10.00 A.M.

Table of Contents

SECTION I - LETTER OF INVITATION	3
SECTION II: - INFORMATION TO CONSULTANTS (ITC)	4
2.1 Introduction	4
2.2 Clarification and Amendment of RFP Documents	5
2.3 Preparation of Technical Proposal	5
2.4 Preparation of Financial Proposal	6
2.5 Submission, Receipt, and Opening of Proposals	7
2.6 Proposal Evaluation General.....	8
2.7 Evaluation of Technical Proposal	8
2.8 Public Opening and Evaluation of Financial Proposal.....	8
2.9 Negotiations	9
2.10 Award of Contract.....	10
2.11 Confidentiality	11
2.12 Corrupt or fraudulent practices	11
SECTION III: - TECHNICAL PROPOSAL	17
1. TECHNICAL PROPOSAL SUBMISSION FORM	18
2. FIRM'S REFERENCES.....	19
3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.	20
4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT.....	21
5. TEAM COMPOSITION AND TASK ASSIGNMENTS.....	22
6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF.....	23
7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL	25
8. ACTIVITY (WORK) SCHEDULE	26
SECTION IV: - FINANCIAL PROPOSAL.....	27
1. FINANCIAL PROPOSAL SUBMISSION FORM	28
2. SUMMARY OF COSTS.....	29
3. BREAKDOWN OF PRICE PER ACTIVITY	30
4. BREAKDOWN OF REMUNERATION PER ACTIVITY	31
5. REIMBURSABLES PER ACTIVITY.....	32
6. MISCELLANEOUS EXPENSES	33
SECTION V: - TERMS OF REFERENCE.....	34
ANNEX: CONTRACT FORMS	43
CONTRACT FOR CONSULTING SERVICES	43
LIST OF APPENDICES	47
LETTER OF NOTIFICATION OF AWARD	48

SECTION I - LETTER OF INVITATION



**REPUBLIC OF KENYA
THE NATIONAL TREASURY AND PLANNING**

**PROVISION OF CONSULTANCY SERVICES TO CARRY OUT GAP ANALYSIS AND
IDENTIFICATION OF STRATEGIC ACTIVITIES, INCENTIVES AND
DEVELOPMENT OF NIFC REGULATIONS FOR THE NAIROBI INTERNATIONAL
FINANCIAL CENTRE (NIFC)
TENDER NO. TNT/026/2018-2019**

The National Treasury invites Request for Proposals (RFP) from interested consultants for provision of consultancy services to carry out gap analysis, identification of strategic activities, incentives and development of NIFC regulations for the Nairobi International Financial Centre (NIFC).

A complete set of request for proposal documents may be downloaded by interested candidates free of charge at www.treasury.go.ke or www.tender.go.ke and those who have downloaded the document from the website must forward their particulars immediately for recording and any further clarifications and addenda to procurement@treasury.go.ke.

Completed Request for Proposal documents, enclosed in plain sealed envelope, marked RFP with the relevant RFP number and title shall be addressed to:

**The Principal Secretary,
The National Treasury,
PO Box 30007 – 00100,
Nairobi, Kenya**

and be deposited in the tender box provided at the Treasury Building, 6th Floor, Harambee Avenue, Nairobi, so as to be received on or before **27th November, 2018 at 10.00 a.m.**

Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend the opening at The National Treasury, Treasury Building, 6th floor, Conference Room No. 603 on **27th November, 2018 at 10.00 a.m.**

**HEAD, SUPPLY CHAIN MANAGEMENT SERVICES
FOR: PRINCIPAL SECRETARY**

SECTION II: - INFORMATION TO CONSULTANTS (ITC)

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. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Client will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall be free.
- 2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by paper mail or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by paper mail or electronic mail to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language.

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

2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- (iii) It is desirable that the majorities of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "ITC" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "ITC".

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section IV). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix “ITC” specifies otherwise.
- 2.4.3 Consultants shall express the costs of their services in Kenya Shillings, unless Appendix “ITC” specifies otherwise.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- 2.4.5 The Proposal must remain valid for 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 Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

- 2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 2.1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
- 2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix 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 original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL,**” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**”
- 2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITC”. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.6 Proposal Evaluation General

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix "ITC". Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.

2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.7 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, sub criteria and point system specified in the Appendix "ITC".

Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix "ITC".

2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive bids to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by paper mail or electronic mail.

2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

2.8.3 The evaluation committee will determine whether the financial proposals are complete i.e. whether the consultant has costed all the items of the

corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 Consultants who score the minimum technical score of 70% and above shall be considered for financial evaluation / analysis and the lowest bid price will be considered for award.
- 2.8.6 The tender evaluation committee shall evaluate the tender within 30 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 the procuring entity within 30 days of receiving the request.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.
- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology and work plan, staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).

2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

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

2.10 Award of Contract

2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation unopened.

2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "ITC".

2.10.3 The parties to the contract shall have it signed within 14 days from the date of notification of contract award unless there is an administrative review request.

2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.10.6 To qualify for contract awards, the tenderer shall have the following:

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

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

2.12 Corrupt or fraudulent practices

2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

Appendix to Information to Consultants (ITC)

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

2.1.1 a. The name of the Client is: **THE NATIONAL TREASURY**

b. The method of selection is: **Least Cost Selection**

2.1.2 Technical and Financial Proposals are requested for: **Consultancy for Gap Analysis in Kenya's Financial Services Sector, Identification of strategic activities, incentives and development of NIFC regulations for the Nairobi International Financial Centre (NIFC)**

2.1.3 A pre-proposal conference will be held: No.

The name(s), address (es) and telephone numbers of the Client's official(s) are:

**The National Treasury
Harambee Avenue
6TH floor, Room 601
P.O. Box 30007 - 00100
Nairobi
Tel: +254-20-2252299**

2.1.4 The Client will provide the following inputs: **Information regarding the assignment will be provided to the successful firm.**

2.2.1 Clarifications may only be requested upto seven (7) days before the submission date. The address for requesting clarification is:

**The National Treasury
Harambee Avenue
6TH floor, Room 601
P.O. Box 30007 00100,
Nairobi
Tel: +254-20-2252299**

2.3.1 Proposals should be submitted in **English Language**.

2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following;

a. The estimated period of the consultancy is: 6 Months

b. The required experience and qualifications as set out in the evaluation criteria in part 2.7.1.

c. Presentations that are part of the assignment must be written in English language.

2.4.2 Taxes

The financial proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the consultants, the sub consultants, and their personnel as charges required under the Kenyan law.

2.4.3 Consultants shall express the costs in **Kenya Shillings**.

2.4.5 Proposals must remain valid for **120 days** after the submission.

2.5.2 Consultants must submit an **original** and **two** additional copies of each proposal.

2.5.3 The proposal submission address is:

**Principal Secretary,
The National Treasury
P.O. Box 30007 00100
Nairobi**

2.5.4 Proposals must be submitted not later than the following date and time:

27th November, 2018 at 10.00 a.m.

2.6.1 The address to send information to the Client is:

**Principal Secretary,
The National Treasury,
P.O. Box 30007 00100
Nairobi**

2.7.1 The number of points to be given under each of the evaluation criteria are:

Evaluation Criteria

Mandatory Requirements

- a) Must attach a certificate of incorporation/registration
- b) Must attach valid tax compliance certificate

1. Specific experience of the firm related to the assignment (6 Points)

- (a) Minimum of 15 years' experience in consultancy for financial services sector
 - Within the East African Community (EAC) region – (1 mark)
 - In developed markets - (1 mark)
- (b) Experience in handling similar assignments in integrated financial centres within the past 10 years (2 marks)
- (c) Presence of Kenyan Citizens in the Key persons team (2 marks)

2. Experience of the key staff for the assignment (61 Points)

(a)Lead Consultant

- Fifteen years of experience in the financial services sector
 - In Kenya or within EAC (2 marks)
 - In a Developed economy (2 marks)
 - In Policy-formulation (2 marks)
 - In Development of Legal and Regulatory framework (2 marks)
- Experience in handling assignments similar to that captured in this TOR
 - Within the past 10 years (2 marks)
 - In integrated financial centre(s) (2 marks)

(b)Other Consultants

- Fifteen years of experience in the financial services sector of banking, capital markets and insurance specifically in the areas of
 - Policy-formulation (4 marks)
 - Development of Legal and Regulatory framework (4 marks)
- Fifteen years of experience in taxation matters relating to financial services sector (4 marks)

- Fifteen years of experience in law matters relating to financial services sector (2 marks)
- Five years of experience in the FinTech services sector (4 marks)
- Ten years of experience in consultancy (4 marks)
- Experience in a developed economy (5 marks)
- Experience in an emerging economy (3 marks)
- Experience in local economy (3 marks)
- Experience interacting with people at all levels – senior, middle and low (3 marks)
- Experience of interaction with both the private and public sector (4 marks)
- Past experience
 - List of three countries where such assignment has been undertaken in the last ten years (6 marks)
 - Experience in **integrated** international financial centre(s) will be an added advantage (3 marks)

3. **Qualifications of the key staff for the assignment (10 Points)**

Lead Consultant

- (a) A degree in relevant field from a recognized university (1 mark)
- (b) A professional qualification in relevant field from a recognized professional body (1 mark)

Other Consultants

- (a) A degree in relevant field from a recognized university (4 marks)
- (b) A professional qualification in relevant field from a recognized professional body (4 marks)

4. **Adequacy of the proposed work plan and methodology in responding to the Terms of Reference (20 Points)**

- (a) Demonstration of clear understanding of the terms of reference and scope of work (10 marks)
- (b) Methodology of implementing the assignment (5 marks)
- (c) Work plan to incorporate all the activities to be undertaken as per the Terms of Reference and timeframes (5 marks)

5. English communication skills (3 Points)

(a) Proficiency in both verbal and writing skills (3 marks)

Summary of Scores

(i) Experience of the firm	6
(ii) Experience of the key staff	61
(iii) Qualifications of the key staff	10
(iv) Proposed work plan and methodology	20
(v) English communication skills	3
Total	100

Notes:

1. The minimum technical score required to pass in this stage is 70 points.
2. There shall be no formulae for determining the financial score.
3. The tender shall be awarded based on the following;
 - **Consultants who scores 70% and above shall proceed for financial evaluation and the consultant with the lowest financial price will be considered for award.**
4. **The successful firm will not be allowed to vary the team of experts as presented in the bid documents without prior approval of the National Treasury.**

SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

- 3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.
- 3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 3.3 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.

SECTION III - TECHNICAL PROPOSAL

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

To: _____ [Name and address of Client]

Ladies/Gentlemen:

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

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

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]:

_____ [Name of Firm]:

_____ [Address:]

2. FIRM'S REFERENCES

Relevant Services Carried Out That Best Illustrate Qualifications

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

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

Firm's Name: _____

Name and title of signatory; _____

(May be amended as necessary)

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

On the Terms of Reference:

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

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

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

4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

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

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

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

_____ Date: _____
[Signature of staff member]

_____ Date: _____
[Signature of authorised representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

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

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

[1st, 2nd, etc, are months from the start of assignment]

	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th	
Activity (Work)													

(b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
4. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

- 4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.
- 4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part.
- 4.4 The financial proposal should break down the cost for each of the consultancy years sought on this consultancy.

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for
_____ in accordance with your Request for Proposal dated
(_____) [Date] and our Proposal. Our attached Financial Proposal is for
the sum of (_____)
[Amount in words and figures] inclusive of the taxes.

We remain,

Yours sincerely,

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

2. SUMMARY OF COSTS

Costs	Currency	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		<hr/>

Please provide prices for each lot separately

3. BREAKDOWN OF PRICE PER ACTIVITY

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

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

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

5. REIMBURSABLES PER ACTIVITY

Activity No: _____

Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			
	Grand Total				

6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

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

SECTION V: - TERMS OF REFERENCE

TERMS OF REFERENCE

CONSULTANCY FOR GAP ANALYSIS IN KENYA'S FINANCIAL SERVICES SECTOR AND IDENTIFICATION OF STRATEGIC ACTIVITIES FOR THE NAIROBI INTERNATIONAL FINANCIAL CENTRE

1.0 Background

The Nairobi International Financial Centre Authority (NIFCA) is a state corporation under the National Treasury established through the Nairobi International Financial Centre Act, 2017. The Nairobi International Financial Centre (NIFC) is an operating framework managed by NIFCA in order to facilitate and support the development of an efficient and globally competitive financial services sector in Kenya. The objectives of NIFCA, as set out in the Act, are to:

- i) Establish and maintain an efficient operating framework in order to attract and retain firms;
- ii) Develop and recommend strategies and incentive structures in collaboration with relevant agencies in order to attract firms to be NIFC firms;
- iii) Review and recommend, in collaboration with the relevant regulatory authorities developments to the legal and regulatory framework in order to develop Kenya as an internationally competitive financial centre.

In order to achieve the above objectives, the Act sets out the functions of NIFCA as to:

- i) Formulate and implement policies relating to the establishment, operations and administration of the Centre.
- ii) Develop, in collaboration with other relevant agencies, the necessary infrastructure to support the conduct of qualified activities.
- iii) Certify firms to conduct activities under the Centre.
- iv) Review and recommend in consultation with the relevant agencies, the development of legal, the regulatory and

institutional framework including mechanisms for judicial redress for the purposes of aligning them to the needs of the Centre.

- v) Impose administrative penalties for breach of any rules, regulations or directives.
- vi) Determine, impose and levy, in consultation with the Cabinet Secretary, any rates, charges or fees for any services rendered by the Authority.
- vii) Promote the Centre as the leading operating framework for financial services and related activities.
- viii) Co-operate and enter into association and agreements with local and international bodies, institutions and organizations to support the functions of the Authority.
- ix) Undertake any other activity necessary for the fulfilment of its objectives under The Act.

In order to achieve its mandate, NIFCA through the National Treasury, seeks to engage a consultant (firm or consortium of firms) to carry out a gap analysis for Kenya's financial services sector, to identify strategic activities which should be carried out at the Nairobi International Financial Centre (NIFC) and appropriate incentives thereon, and to develop regulations on NIFC activities and incentives.

2.0 Scope of Work and Methodology

The principal aim of the consultancy is to carry out a **detailed** gap analysis for Kenya's financial services sector, to identify strategic activities which should be carried out at the Nairobi International Financial Centre and appropriate incentives thereon, and to develop **in-depth** regulations on NIFC activities and incentives. The consultancy will cover interviews with financial services sector stakeholders which will determine the gaps hindering the financial services sector from operating at its full potential, identify strategic activities which should be undertaken at the Nairobi International Financial Centre and appropriate incentives thereon.

For purposes of this assignment, a strategic activity is an activity:

- i) For which there is potential for success but for which there is limited or no development AND/OR;
- ii) Which can make Nairobi unique as a financial centre

2.1 Tasks

The specific tasks to be carried out are:

- a) Review of the existing documents of relevance to the Nairobi International Financial Centre, which include, but not limited to, Vision 2030 plan, NIFC Act 2017, Capital Markets Master Plan (CMMP), Global Financial Centre Index Reports and Ease of Doing Business Reports.
- b) Identify stakeholders for the Nairobi International Financial Centre and also for the banking, capital markets and insurance sectors, for example but not limited to, financial sector industry players (both foreign and local), the National Treasury, NIFCA, financial services sector regulators, Judiciary, Government and public sector players.
- c) Interview stakeholders in the banking, capital markets and insurance sectors, and other relevant stakeholders to find out the factors (gaps) hindering optimum performance of these sectors.
- d) Interview banking, capital markets and insurance industry players, and other relevant stakeholders to determine potential activities which are not yet being carried out in Kenya's financial services sector.
- e) Interview public sector players (such as Government, Judiciary, financial services sector regulators and other relevant stakeholders) on actions that can be taken to enhance efficiency of the business and regulatory environment.
- f) Find out why the activities identified in (d) above are not being carried out, and propose incentives to encourage such activities.
- g) Analyse, review and document information and current developments regarding integrated international financial centres from various jurisdictions.
- h) Develop regulations on NIFC activities and incentives.
- i) Any other task in line with this assignment.

2.2 Deliverables

The specific deliverables will be-

- a) An inception report containing the following:
 - i) Detailed work plan for delivery of this assignment;
 - ii) All relevant background materials and information required for the assignment;

- iii) Definition of requirements for meetings to be scheduled during the consultancy assignment;
 - iv) Details of the purpose of each meeting and guidance on target attendees to enable NIFCA to organize the meetings in advance and ensure that the topics to be covered will be dealt with in comprehensive detail.
- b) An **exhaustive** interim report and presentations to both internal and external stakeholders containing the following:
- i) Gaps in Kenya’s financial services sector;
 - ii) Recommendations to fill the identified gaps;
 - iii) Appropriate incentives for implementation of the above recommendations;
 - iv) Strategic activities that should be carried out at the Nairobi International Financial Centre;
 - v) Draft regulations on NIFC activities and incentives.
- c) A final report, incorporating views on interim report above, and presentations to both internal and external stakeholders containing **thorough details** on the following:
- i) Gaps in Kenya’s financial services sector;
 - ii) Recommendations to fill the identified gaps;
 - iii) Appropriate incentives for implementation of the above recommendations;
 - iv) Strategic activities that should be carried out at the Nairobi International Financial Centre;
 - v) Draft regulations on NIFC activities and incentives.
- d) Draft NIFC Regulations in line with the NIFC Act, 2017.

3.0 Work and Reporting Mechanism

The consultant (firm or consortium of firms) shall principally report to NIFCA.

4.0 Time Line

The consultant (firm or consortium of firms) is expected to complete the assignment within **180 calendar days** from the date of signing the contract. The Inception Report will be expected within **21 calendar days** from the date of signing the contract whereas the Interim Report will be expected within **90 calendar days** from the date of signing the contract. The Final Report and a draft set of NIFC Regulations

will be expected at the end of the assignment (**180 calendar days** from the date of signing the contract).

5.0 Counterpart resources

The National Treasury and NIFCA will avail staff members to provide the needed support including logistical arrangements where necessary.

6.0 Qualifications of the consultants

NIFCA is looking for a firm or consortium of firms with demonstrated experience in financial services sectors consisting of banking, capital markets and insurance; FinTech; taxation and law as captured below:

6.1 Firm Qualifications

- a) Minimum of 15 years' experience in consulting for the financial services sector within the East African Community (EAC) region and in developed markets;
- b) Experience in handling similar assignments in integrated financial centres within the past 10 years;
- c) Local presence will be an added advantage.

6.2 Individual Qualifications

The firm (or consortium of firms) should have individuals with the following experience and expertise:

- a) Minimum of 15 years' experience in
 - a. the banking sector in Kenya, in emerging market(s) and in developed market(s);
 - b. the capital markets in Kenya, in emerging market(s) and in developed market(s);
 - c. the insurance sector in Kenya, in emerging market(s) and in developed market(s);
- b) Minimum of 5 years' experience in FinTech services sector in Kenya and emerging markets;
- c) Minimum of 15 years' experience in tax matters related to financial services sector in both Kenya and emerging markets;
- d) Minimum of 15 years' experience in law relating to the financial services sector in Kenya and emerging markets;
- e) Experience in **integrated** international and regional financial centres;

- f) Experience in interaction with people at senior, middle and low levels;
- g) Experience in interaction with people in both public and private sectors; and
- h) Experience in consultancy for financial services sector assignments.

7.0 Proposal

Proposal should indicate the following:

1. A detailed technical proposal including methodology and work plan with timeframes.
2. Firm and Individual profiles of the consultants attaching signed resumes.
3. A financial quotation based on the terms of reference above inclusive of taxes.
4. Certificate of Incorporation.
5. Tax Compliance Certificate.

8.0 Evaluation Criteria

a) Preliminary Evaluation

Bid will be undertaken through preliminary evaluation against set mandatory criteria. Bidders that do not meet the preliminary requirements will not qualify to be evaluated further for technical criteria.

b) Technical Evaluation

Criterion	Description	Weight
Experience	<p>FIRM EXPERIENCE</p> <ul style="list-style-type: none"> • Minimum of 15 years' experience in consultancy for financial services sector <ul style="list-style-type: none"> ❖ Within the East African Community (EAC) region – (1 mark) ❖ In developed markets - (1 mark) • Experience in handling similar assignments in integrated financial centres within the past 10 years (2 marks) • Presence Kenyan Citizens in the Key 	67

Criterion	Description	Weight
	<p>persons team (2 marks)</p> <p>INDIVIDUAL EXPERIENCE</p> <p>Lead Consultant</p> <ul style="list-style-type: none"> • Fifteen years of experience in the financial services sector <ul style="list-style-type: none"> ❖ In Kenya or within EAC (2 marks) ❖ In a Developed economy (2 marks) ❖ In Policy-formulation (2 marks) ❖ In Development of Legal and Regulatory framework (2 marks) • Experience in handling assignments similar to that captured in this TOR <ul style="list-style-type: none"> ❖ Within the past 10 years (2 marks) ❖ In integrated financial centre(s) (2 marks) <p>Other Consultants</p> <ul style="list-style-type: none"> • Fifteen years of experience in the financial services sector of banking, capital markets and insurance specifically in the areas of <ul style="list-style-type: none"> ❖ Policy-formulation (4 marks) ❖ Development of Legal and Regulatory framework (4 marks) • Fifteen years of experience in taxation matters relating to financial services sector (4 marks) • Fifteen years of experience in law matters relating to financial services sector (2 marks) 	

Criterion	Description	Weight
	<ul style="list-style-type: none"> • Five years of experience in the FinTech services sector (4 marks) • Ten years of experience in consultancy (4 marks) • Experience in a developed economy (5 marks) • Experience in an emerging economy (3 marks) • Experience in local economy (3 marks) • Experience interacting with people at all levels – senior, middle and low (3 marks) • Experience of interaction with both the private and public sector (4 marks) • Past experience <ul style="list-style-type: none"> ❖ List of three countries where such assignment has been undertaken in the last ten years (6 marks) ❖ Experience in integrated international financial centre(s) will be an added advantage (3 marks) 	
Methodology and Work Plan	<ul style="list-style-type: none"> • Demonstration of clear understanding of the terms of reference and scope of work (10 marks) • Methodology of implementing the assignment (5 marks) • Work plan to incorporate all the activities to be undertaken as per the Terms of Reference and timeframes (5 marks) 	20
Qualifications	<ul style="list-style-type: none"> • A degree in relevant field from a recognized university (5 marks) 	10

Criterion	Description	Weight
	<ul style="list-style-type: none"> • A professional qualification in relevant field from a recognized professional body (5 marks) 	
English communication skills	<ul style="list-style-type: none"> • Both verbal and writing skills (3 marks) 	3

9.0 Payment

Payment will be made in Kenya shillings after submission of the deliverables and relevant invoices as follows:

- 20% upon submission and acceptance of Inception Report.
- 40% upon submission and acceptance of Interim Report.
- 40% upon submission and acceptance of Final Report and the draft NIFC Regulations

ANNEX: CONTRACT FORMS

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

CONTRACT

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

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

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Consultant shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract.
 - (ii) The Consultant shall provide the personnel listed in Appendix B, “Consultant’s Personnel,” to perform the Services.
 - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, “Consultant’s Reporting Obligations.”
- 2. Term**
- The Consultant shall perform the Services during the period commencing on _____ [Insert starting date] and continuing through to _____ [Insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.
- 3. Payment**
- A. Ceiling
For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed _____ [Insert amount]. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant.
 - B. Schedule of Payments

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

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

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

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

Kshs _____ Total

C. Payment Conditions

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

4. Project Administration

A. Coordinator.

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

B. Reports.

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

5. Performance 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

The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.

12. Forced Majeure on non performance

(i) Where the performance by the Consultant of its obligation under the contract is delayed, hindered or prevented by an event or events beyond the reasonable control of the Consultant, the Consultant shall promptly notify the Client, in writing, of the nature of the force majeure event stating the anticipated delay in the performance of the contract.

(ii) Upon the receipt of the notice under paragraph (i), the Client shall consider the request and determine if it is reasonable to extend the time of the performance of the contract or terminate the contract based on the force majeure event.

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 arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

FOR THE CLIENT

FOR THE CONSULTANT

Full name; _____ Full name; _____

Title: _____ Title: _____

Signature; _____ Signature; _____

Date; _____ Date; _____

LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's Personnel

Appendix C: Consultant's reporting Obligations

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER