



**KENYA MARITIME AUTHORITY
P.O.BOX 95076-80104
MOMBASA**

TENDER NO.KMA/RFP/14/2020-2021

REQUEST FOR PROPOSALS (RFP)

FOR

**CONSULTANCY SERVICES FOR THE
IMPLEMENTATION OF INFORMATION SECURITY
MANAGEMENT SYSTEM (ISMS)**

(RE-ADVERTISEMENT)

CLOSING DATE: 7TH APRIL, 2021

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SECTION I - LETTER OF INVITATION

TENDER REF: NO. KMA/RFP/14/2020 -2021

DATE: 23rd MARCH, 2021

TENDER NAME CONSULTANCY SERVICES FOR THE IMPLEMENTATION OF INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)

- 1.1 The Kenya Maritime Authority (KMA) invites technical and financial proposals for the above consultancy services for the Implementation of ISMS.
- 1.2 The main objective of the assignment is to provide services which include; implementation of ISO 27001:2013 standards and obtain globally recognized ISO 27001:2013 Information Security Management System (ISMS) Certification for Kenya Maritime Authority. This will effectively enhance information security, improve performance, enable compliance to best practices and strengthen capacity at the Kenya Maritime Authority.
- 1.3 The request for proposals (RFP) includes the following documents:
- Section I - Letter of invitation
 - Section II - Information to service provider
Appendix to Service provider information
 - Section III - Technical proposals
 - Section IV - Financial proposal
 - Section V - Terms of Reference
- 1.4 Upon receipt, please inform us
- (a) that you have received the letter of invitation
 - (b) whether or not you will submit a proposal for the assignment

**DIRECTOR GENERAL
KENYA MARITIME AUTHORITY**

Issued by the Public Procurement Regulatory Authority

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SECTION II - INFORMATION TO SERVICE PROVIDER

2.1 Introduction

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

2.1.7 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.2 Clarification and amendment to the RFP documents

2.2.1 Service providers may request clarification of any of the RFP documents not later than three (3) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post or email to the procuring entity's address indicated in the special conditions of contract. The procuring entity will respond by post or email to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all service provider invited to submit proposals.

2.2.2 At any time before the deadline for submission of the proposals, the procuring entity may for any reason; either at its own initiative or in response to a clarification requested by an intended service provider amend the RFP. Any amendment shall be issued in writing or email to all invited service provider and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the proposals.

2.2.3 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 3 days prior to the deadline for submission of tenders.

2.2.4 The procuring entity shall reply to and clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.3 Preparation of proposals

2.3.1 The service provider's proposal shall be written in English language.

2.3.2 In preparing the Technical proposal, the service providers are expected to examine the documents consisting the RFP in detail. Material deficiencies

in providing the information requested may result in rejection of a proposal.

2.3.3 While preparing the Technical proposal, the service provider must give particulars attention to the following:

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

2.3.4 The Technical proposal shall provide the following information;

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

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

2.4 **Financial proposal**

2.4.1 In preparing the financial proposal, the service provider are expected to take into account the time required in completing the assignment as

outlined in the RFP documents. The financial proposal will therefore be quoted in fees per day or month. The financial proposal may also include other costs as necessary, which will be considered as reimbursable.

2.4.2 The Financial proposal should include the payable taxes.

2.4.3 The fees shall be expressed in Kenya Shillings.

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

2.4.5 The financial proposal must comply with the law governing the profession of the consultant.

2.5 Submission, Receipt and opening of proposals

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

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

2.5.3 The original and all copies of the Technical proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", and the original and all copies of the financial proposal in a sealed envelope duly marked "**FINANCIAL PROPOSAL**". Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring entities address and other information indicated in the appendix to the

instructions to service provider and clearly marked **"DO NOT OPEN** before **7th April, 2021 at 10:00am**

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

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

2.6 Evaluation of the Proposal (General)

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

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

2.7 Evaluation of Technical Proposals

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

No.	Particulars	Total
1	Methodology and Approach	30
2	Company Experience	38
3	Qualifications and Competence	32
	Total	100

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

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

2.8 Opening and Evaluation of Financial Proposals

2.8.1 After completion of the evaluation of Technical proposals the procuring entity shall notify the service provider whose proposal did not meet the minimum technical score or were declared non-responsive to the RFP and terms of reference. The notification will indicate that their financial proposals shall not be opened and will be returned to them unopened after the completion of the selection process and contract award. At the same time, the procuring entity shall simultaneously notify the service provider who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by the procuring entity for opening their financial proposal. They will also be invited to attend the opening ceremony if they wish to do so.

2.8.2 The financial proposals shall be opened by the procuring entity in the presence of the service provider who choose to attend the opening. The name of the service provider, the technical score and the proposed fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial proposals.

2.8.3 The formulae for determining the financial score (SF) unless an alternative formula is indicated in the appendix to the information to tenderers shall be as follows: -

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

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

2.8.4 The service provider proposals will be ranked according to their combined technical score (st) and financial score (sf) using the weights indicated in the appendix to the instructions to service provider. Unless otherwise stated in the appendix to the instructions to service provider the formula for the combined scores shall be as follows;

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

Where

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

St is the technical score

Sf is the financial score

T is the weight given to the technical proposal and

P is the weight given to the financial proposal

Note P + T will be equal to 100%

The service provider achieving the highest combined technical and financial score will be invited for negotiations.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address indicated in the appendix to the information to service provider. The purpose of the negotiations is for the procuring entity and the service provider to reach agreements on all points regarding the assignment and sign a contract.
- 2.9.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the service provider to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.
- 2.9.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the service provider whose proposal achieved the second highest score to negotiate a contract.

2.10 Award of Contract

- 2.10.1 The contract will be awarded before commencement of negotiations. After negotiations are completed the procuring entity will promptly notify the other service provider that they were unsuccessful and return the financial proposals of the service provider who did not pass technical evaluation.
- 2.10.2 The selected service provider is expected to commence the assignment on the date indicated in the appendix to the information to service provider or any other date agreed with the procuring entity.

2.11 Confidentiality

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

APPENDIX TO INFORMATION TO SERVICE PROVIDER

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

Clause Reference

2.1 The name of the client is: **Kenya Maritime Authority (KMA)**

2.1.1 (a) Tenderers Eligibility: - **Open to interested eligible tenderers.**

(b) The method of selection is: **Quality and Cost Based method**

2.1.2 Technical and Financial Proposals are requested: **Yes**

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

Name of the assignment: **Provision of Consultancy Services for the Implementation of Information Security Management System (ISMS)**

The objective of the consulting assignment is to provide services which include implementation of ISO 27001:2013 standards and obtain globally recognized ISO 27001:2013 Information Security Management System (ISMS) Certification for Kenya Maritime Authority. This will effectively enhance information security, improve performance, enable compliance to best practices and strengthen capacity at the Kenya Maritime Authority.

Description of the Assignment: - **Refer Terms of Reference**

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

However, Service provider are allowed to seek clarifications on RFP-**see 2.6.1**

2.1.4 The Kenya Maritime Authority will provide the following input:

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(i) All relevant documents and information required for the assignment to the successful bidder.

2.1.5 (i) The estimated number of professional staff months required for the assignment is;- **Refer to Terms of Reference and Evaluation criteria**

(ii) The minimum required experience of proposed professional staff is: - **Refer to Terms of Reference and Evaluation criteria**

2.1.6 (i) Training is a specific component of this assignment: **Yes**

(ii) Additional information in the Technical Proposal includes: Refer to the **Terms of Reference**

2.1.7 Taxes: [Specify firm's liability: nature, sources of information]: the consultant shall be responsible for payment of all applicable taxes

2.1.8 Service provider must submit an original and a copy of each proposal.

2.1.9 The proposal submission address is:

**The Director General
Kenya Maritime Authority
P.O Box 95076-80104
MOMBASA**

Information on the outer envelope should also include: **Request for Proposal No. RFP/15/2020-2021 "Consultancy Services for the Implementation of Information Security Management System (ISMS)", Do not open before 7th April, 2021 at 10.00 am"**

2.1.10 Proposals must be submitted not later than the following date and time: on or before **7th April, 2021 at 10.00 a.m.**

2.1.11 The KMA Officials to be contacted for additional information or Clarifications is the Head of Procurement of email address: procurement@kma.go.ke

2.1.12 The minimum technical score required to pass: **80%**

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

T=80%

P=20%

2.1.14 The assignment is expected to commence in immediately the contract is signed.

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 service provider 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 service provider or the Special Conditions of contract.

The technical proposal shall be prepared and submitted by the service provider.

It shall contain the following: -

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

(To be prepared by the consultant as appropriate)

- 3.4 Before proceeding to the technical proposal, the following mandatory requirements have to be met: -

STAGE 1: PRELIMINARY/MANDATORY REQUIREMENTS

No	Requirements	REMARKS (Y/N)
1	Valid Tax Compliance Certificates from Kenya Revenue Authority (KRA)	
2	Certificate of Incorporation/Registration Certificate	
3	Trade license and/or Single Business permit/Unified Business Permit for 2021 issued by relevant government agency.	
4	Attach Valid Copies of Financial Audited statements for the last 3 years i.e., 2017, 2018 and 2019. The Financial Audited statements MUST bear the name and Practicing License/Certificate Number of auditors.	
5	Submit a Signed Declaration statement stating that you have NOT been debarred by Public Procurement Regulatory Authority (PPRA) in the provided format.	
6	Submit a Signed Declaration statement that you will not be involved in corrupt or fraudulent practices in the provided format.	
7	Duly, Filled, Signed and stamped Confidential Business Questionnaire in the provided format.	
8	Provide ONE ORIGINAL and ONE COPY of tender document properly bound and paginated/serialized/numbered in a sequential manner on all pages and all attachments.	
	OVERALL REMARKS	

NB: Please note that all the above requirements shall be treated as Mandatory and will form part of the Tender Responsiveness. Only bidders who meet the above shall proceed to the technical evaluation stage for further evaluation.

EVALUATION CRITERIA

The weight for the technical proposal is 80%. The evaluation of the proposals will be done based on the criteria set out in the below Table.

TECHNICAL EVALUATION

The Point's breakdown is as indicated below: -

No	Criteria	Max Points
1	Methodology	
a)	Understanding and interpreting the Terms of Reference (TORs) and workplan	20
b)	Advice on opportunities of automation of ISMS to maritime sector	10
2	Company Experience	
a)	Demonstrate five (5) years' experience in similar assignments i.e. implementation of ISMS: Provide relevant Reference/recommendation Letters and Contract documents as Evidence. (5 point for each reference and contract document provided)	25
b)	Firm has been existence for more than 5 years (Provide certificate of incorporation)	5
c)	Firm be Authorized to implement ISO standards <ul style="list-style-type: none"> • ISO 27001 (5 points) • Other ISO Standards (3 points) 	8
3	Qualification of Consultants (Attach CVs and Copies of Academic and professional Certificates)	
a)	Team Leader <ul style="list-style-type: none"> • 3 years' Experience with a Bsc in Computer Science or Equivalent (4 points) • ISO-27001 Lead Auditor (LA) & ISO 27001 Lead Implementer (LI) (4 points) • Certified Information Systems Auditor (CISA). (4 points) • Certified Information Security Manager (CISM). (4 points) • Certified Information Systems Security Professional (CISSP). (4 points) 	20
b)	Team Members of at least 3 personnel <ul style="list-style-type: none"> • ISO-27001 Lead Auditor (LA) (4 points) <ul style="list-style-type: none"> a) Must have a Bachelors' degree in Social Science or any other relevant field. A Masters' degree will be an added 	12

No	Criteria	Max Points
	<p>advantage.</p> <p>b) Must have relevant professional qualifications in ISMS or equivalent.</p> <p>c) Must have at least three (3) years' experience in ISO-27001 related consultancy services.</p> <ul style="list-style-type: none"> • ISO-27001 Implementers (LI) at least two members (4 points each member) <ul style="list-style-type: none"> a. Have relevant professional qualifications in ISMS or equivalent. b. Must have at least two years' experience in ISO related consultancy services. 	
	Total	100

Note: The pass mark for technical evaluation **shall be 80%**. Vendors must meet or exceed the specifications to proceed to the next stage (Financial Evaluation)

PROJECT DURATION

The assignment is expected to take one year from the date of signing the contract.

SECTION III- TECHNICAL PROPOSAL

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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:*]

(May be amended as necessary)

3. COMMENTS AND SUGGESTIONS OF SERVICE PROVIDER 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]

_____ *Dat*
e; _____
[Signature of authorized representative of the firm]

Full name of staff member:

Full name of authorized representative:

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Days (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	Days (in the Form of a Bar Chart)												Number of Days	
			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 days 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 the weight for financial proposal is 20%

- 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 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 where applicable
- 4.4 The financial proposal shall be prepared and submitted by the service provider. It shall contain the following.
 - (a) Submission letter indicating total fees
 - (b) Summary of costs
 - (c) Breakdown of fees per activity
 - (d) Breakdown of reimbursable costs/expenses per activity
 - (e) Miscellaneous expenses

(to be prepared by the consultant as appropriate)

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1. FINANCIAL 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. 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(ies)-Kshs	Amount(s)- Kshs
Provision of Consultancy Services for the Implementation of Information Security Management System (ISMS)		
Subtotal		
Taxes		
Total Amount of Financial Proposal		

3. BREAKDOWN OF REMUNERATION PER ACTIVITY
(Indicate where applicable as appropriate)

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

4. MISCELLANEOUS EXPENSES (*Indicate where Applicable as appropriate*)

Activity No. _____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Provision of Consultancy Services for the Implementation of Information Security Management System (ISMS)				
	Grand Total				

SECTION VI: - TERMS OF REFERENCE FOR ISMS ISO 27001:2013

A. OBJECTIVES OF THE ASSIGNMENT

The main objective of the consultancy is to recruit a qualified firm to provide services which include implementation of ISO 27001:2013 standards and obtain globally recognized ISO 27001:2013 Information Security Management System (ISMS) Certification for Kenya Maritime Authority Kenya Maritime Authority. This will effectively enhance information security, improve performance, enable compliance to best practices and strengthen capacity at the Kenya Maritime Authority.

A. MINIMUM TERMS OF REFERENCE FOR THE CONSULTANCY ARE;

1. To assist in assembling an implementation team with the right qualifications to assure success in the process
2. To define the ISMS scope as per the standard
3. To undertake ISO: 27001:2013 Implementation and consulting services in preparation to have KMA be certify in this ISO standard.
4. To develop a methodology for identifying documents, analyzing documents, evaluating, documenting and analyzing risks.
5. To document, designing and develop an Information Security Policy and all mandatory and non-mandatory ISMS documentations as per the standards.
6. To plan and execute an Internal audit against ISO: 27001:2013 standards
7. Sensitize staff of about (120 members) on ISO 27001:2013 requirements.
8. To assist in compiling a list of the Authority's information assets.
9. To identify threats and vulnerabilities of ICT infrastructure in respect to the ISMS 27001:2013.
10. To identify and document security baselines and risk assessment.

B. SCOPE OF WORK

- Identify and document the scope of ISO 27001 certification;
- Carry out asset classification exercise for the in-scope information assets across the departments. The objective of asset classification is to maintain appropriate protection of corporate data assets and ensure that information assets receive an appropriate level of protection.
- Identify and list important information assets supporting the critical information and formulate an asset inventory framework;

- Carry out a comprehensive gap assessment vis-à-vis ISO 27001 standard, document security standard
- Develop ISO 27001 certification standards framework.

Conduct a Risk Assessment covering the following:

- a) Study & document the IT Infrastructure assets required to ensure 27001:2013 ISMS standard.
 - b) Review & document the existing Security Controls;
 - c) Review the Network Architecture from a security, redundancy, failure and availability perspective
 - d) Perform a Vulnerability Assessment & Penetration Testing
 - e) Perform information Security Risk Assessment and Perform physical Controls Assessment
 - f) Perform HR Controls Assessment
 - g) Provide recommendation for closer of gaps;
- Coordinate the formulation of a detailed Risk Mitigation Plan for the control weaknesses observed vis-a-vis technology setup, network architecture, information security and other controls.
 - Coordinate the formulation of the ISMS Framework covering the ISMS Manuals, Policies, Procedures and Detailed Audit Guidelines for Network Devices & Storage/Server Infrastructure.
 - Identify any gaps and provide risk recommendation
 - Sensitize senior management and staff on Information Security Awareness
 - Perform a pre-certification audit
 - Provide assistance in closure of gaps identified during Pre certification audits.
 - Assist / ensure Kenya Maritime Authority obtains ISO 27001:2013 Certification
 - Develop a process for on-going risk Assessment before introduction of any application, IT device.
 - Do process mapping for all activities in KMA.

C. SPECIFIC OUTPUTS/DELIVERABLES

- Implementation plan and Detailed ISMS Scope documentation.
- Gap Analysis report based on ISO27001 standards

- Asset Inventory, ownership and Classification, Asset Register
- Risk Assessment Methodology report, Risk Matrix and Risk
- Assessment Reports
- Vulnerability and Penetration Testing Assessment reports

D. RISK TREATMENT PLAN

- Statement of Applicability document for the selection of ISO27001 controls
- ISMS documents, Procedures, guidelines and checklists
- Training reports for all the groups as per schedule and attendance registers
- Pre-certification Audit report
- Consultancy support to get ISO 27001:2013 certification
- All documentation required for ISO 27001:2013 certification
- Assistance in closure of audit findings

REQUIRED QUALIFICATIONS AND EXPERIENCE

- The proposal should include CVs and certified copies of professional resource persons proposed to carry out the exercise.
- Proposed staff must have the following as a minimum:
- Organization must show relevant experience or endorsement by an ISO certification body to provide ISO 27001 training and implementation support e.g., Trainer certificates or National Quality Institute certificates.
- The Team Leader should be a Management System Auditor, certified trainer and have both the ISO 27001 Lead Implementer and Lead Auditor designations as well as show relevant experience which demonstrate having acquired ISO 27001 certifications for 3 of its clients.
- The bidder should have experienced and skilled professionals having certifications (e.g. ISO 27001 (Lead Auditor/Lead Implementer), CISA, CISSP, CEH and CISM) to carry out ISO 27001 certification. Attach the professional Certification of your proposed personnel.
- Bidder's prior experience, and record of past performance in conducting similar engagements/Projects. Attach Letters of engagement/client references/client recommendation letters and client ISO 27001 certificates.
- Certification of national industrial training authority will be an added advantage.

SECTION VII – CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 - General:

Business

Name.....

Location of business premises.....

Plot No.Street/Road

Postal Address.....Tel No.

Nature of business.....

Current Trade License No.Expiring date

Maximum value of business which you can handle at any one time:

Kshs.....

Name of your bankers

Branch.....

Are you an agent of the Kenya National Trading Corporation? YES/NO

Part 2(a) - Sole Proprietor:

Your name in full.....

Age.....

NationalityCountry of origin

*Citizenship details

Part 2(b) - Partnership:

Give details of partners as follows:

Name	Nationality	Citizenship Details*	Shares
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- 1.....
- 2.....
- 3.....

Part 2(c) - Registered Company:

Private or Public

State the nominal and issued capital of the company-

Nominal Kshs.

Issued Kshs.

Give details of all directors as follows:

Name	Nationality*	Citizenship Details**	Shares***
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1.....
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2.....
--------	-------	-------	-------

3.....
--------	-------	-------	-------

Date	Signature of Bidder
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**Attach proof of citizenship (Certified Copy of National ID or Passport)
(Compulsory)*

*** Indicate by birth, registration or naturalization (Compulsory)*

**** Attach certified copy of Recent Form CR12 (Compulsory)*

Part 3- Interest in the Firm:

Is there any person / **Kenya Maritime Authority** who has interest in this firm?

Yes****	
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No****	
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.....

Date	Signature of Bidder
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***** Tick (✓) to agree as necessary (Compulsory)*

SECTION VIII – DECLARATION FORMS

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I, of Post Office Box being a resident of in the Republic of do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....
(Title)

.....
(Signature)

.....
(Date) Bidder Official Stamp

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No.for.....(insert tender title/description) for.....(insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(insert name of the Procuring entity) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(name of the procuring entity)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrupt practice with other bidders participating in the subject tender
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....
(Title) (Signature) (Date)

.....Bidder's Official Stamp

Date _____

SECTION IX - STANDARD CONTRACT FORM

**CONSULANCY/DESIGN
(lump-sum payments)**

This Agreement, [hereinafter called "the Contract"] is entered into this _____
[insert starting date of assignment], by and between.

_____ [insert Client's name] of [or whose
registered office is situated at] _____ [insert
Client's address] (hereinafter called "the Client") of the one part AND

_____ [insert Consultant's name] of [or
whose registered office is situated at] _____
_____ [insert Consultants address] (hereinafter called "the Consultant") of the
other part.

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:-

1. **Services**
 - (i) The Consultant shall perform the Services specified in Appendix A, "Terms of Reference and Scope of Service, "which is made an integral part Of this Contract.
 - (ii) The Consultant shall provide the personnel listed Appendix B, "Consultant's Personnel," to perform the Services.
 - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, " Consultant's Reporting Obligations."
2. **Term** The Consultant shall perform the Services during the period commencing on _____ [insert starting date] and through to _____ [insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.
3. **Payment**
 - A. Ceiling

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

B. Schedule of Payments

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

Kshs. _____ upon signing the contract.

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

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

Kshs. _____ Total

C. Payment Conditions

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

4. **Project Administration**

A. Coordinator

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

- B. Reports
The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the Course of the assignment and will constitute the basis for the payments to be made under paragraph 3.
5. **Performance Standards** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
6. **Confidentiality** The Consultant shall not, during the term of this Contract and within two years after its expiration Disclose any proprietary or confidential Information relating to the Services, this Contract Or the Client's business or operations without the Prior written consent of the Client.
7. **Ownership of Material** Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
8. **Consultant Not to be Engaged in certain Activities** The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
9. **Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
10. **Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

11. **Law Governing Contract and Language** The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English language
12. **Dispute Resolution** Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, On the request of the applying party.

For the Client

Full name _____

Title _____

Signature _____

Date _____

For the Consultant

Full name _____

Title _____

Signature _____

Date _____

REQUEST FOR REVIEW FORM

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED
Board Secretary