



REQUEST FOR PROPOSAL

TERMS OF REFERENCE

(T.O.R)

FOR

PROVISION OF DATA PROTECTION CONSULTANCY SERVICES

REFERENCE NO: NRT/NOVEMBER/035/2023

SUBMISSION DATE: 11TH JANUARY 2024 AT 11:00 AM

NORTHERN RANGELANDS TRUST

(NRT)

PRIVATE BAG, 60300

ISIOLO, KENYA.

Email: info@nrt-kenya.org

Website: www.nrt-kenya.org

Tel: +254 (0) 701 555 000



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INTRODUCTION

- 1.1 This standard proposal document for procurement of works has been prepared for use by procuring entities in Kenya in the procurement of professional services which the procuring entity considers to be small and where it is not required to be open tendering.
- 1.2 The request for proposal shall be as an advertisement in accordance with the regulations or a letter of invitation addressed to bidders.
- 1.3 The cover of the proposal document should be modified to include: -
 - I. Proposal number.
 - II. Proposal name.
 - III. Name of procuring entity.



SECTION I- REQUEST FOR PROPOSAL

1. INVITATION NOTICE

The **Northern Rangelands Trust** (“hereinafter referred to as NRT”) hereby invite proposal from the bidders who have the capability and capacity to provide data protection consultancy services.

| | | |
|---|---|------------------------------|
| 1 | REQUEST FOR PROPOSAL FOR PROVISION OF DATA PROTECTION CONSULTANCY SERVICES | NRT/NOVEMBER/035/2023 |
|---|---|------------------------------|

Interested eligible firms may obtain information and inspect proposal documents at:

NORTHERN RANGELANDS TRUST-HQ

ISIOLO, KENYA

OR

EMAIL: bids@nrt-kenya.org

The proposal document may be obtained by interested candidates upon payment of a non-refundable fee of Kshs.3,000.00 (Three thousand Kenya Shillings) to Northern Rangelands Trust. Bidders must pay the required amounts to NORTHERN RANGELANDS TRUST account number 0308167747 ABSA BANK NANYUKI BRANCH and ATTACH deposit slips with their bid documents upon return of the documents. Proposals must be submitted in plain sealed envelopes clearly marked with the proposal project reference number: **NRT/NOVEMBER/035/2023**

Documents must be addressed to;

**The Chairman Tender Committee
Northern Rangelands Trust HQ Isiolo,
KENYA.**

Interested eligible firms to submit a Technical and Financial Proposal (Indicate whether Prices Inclusive or exclusive of VAT) physically to NRT Lewa HQ Office, not later than 11th January 2024 at 11: 00 am. Tenders will be opened immediately thereafter in the presence of the candidates ‘or their representatives who choose to attend.

Kind Regards
Director Of Operations
Northern Rangeland Trust.

Note: NRT reserves the right to accept and reject bids at its own discretion



SECTION II- INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS.

1. General

- 1.1. The Employer as defined in the Appendix to Conditions of Contract invites proposals for to undertake professional services as described in the terms of reference. The successful Bidder will be expected to complete the survey within specified time as per the contract.
- 1.2. Bidders shall include the following information and documents with their proposals, unless otherwise stated:
 - a) Copy of Certificate of Registration/Incorporation.
 - b) Firms CR12 for Limited liabilities companies, or copy of Identification for card for sole proprietors or CR13 for partnership/Copy of partnership deed.
 - c) Valid Tax Compliance Certificate.
 - d) KRA PIN
 - e) Copy of Valid registration certificate as a data controller or data processor.
 - f) List of 3 current clients and contacts with permission to seek references from them.
 - g) Experience in works of a similar nature and size for each of the last 10 years, and clients who may be contacted for further information on these contracts.
 - h) Qualifications and experience of key management and technical personnel proposed for the Contract.
 - i) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the last five years.
 - j) Authority to seek references from the Bidder's bankers.
- 1.3. The Bidder shall bear all costs associated with the preparation and submission of his proposal, and the Employer will in no case be responsible or liable for those costs.
- 1.4. The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the proposal and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 1.5. The procurement entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the proposal.
- 1.6. The price to be charged for the proposal document shall be Kshs.3, 000/=

2. PROPOSAL DOCUMENTS

- 2.1. The complete set of proposal documents comprises the documents listed here below and any addenda issued:
 - a) These instructions to Bidders
 - b) Form of Proposal
 - c) Other materials required to be filled and submitted in accordance with these Instructions and Conditions.



- 2.2. The Bidder shall examine all instructions, forms and specifications in the proposal documents. Failure to furnish all information required by the proposal documents may result in rejection of his proposal.
- 2.3. A prospective Bidder making inquiries of the tender documents may notify the Employer in writing or email at the address indicated in the letter of request for proposal. The Employer will respond to any request for clarification received earlier than seven [7] days prior to the deadline for submission of proposals. Copies of the Employer's response will be forwarded to all persons issued with tender documents, including a description of the inquiry, but without identifying its source.
- 2.4. Before the deadline for submission of proposals, the Employer may modify the tender documents by issuing addenda. Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable, telex or facsimile to all Bidders. Prospective Bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 2.5. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their proposals, the Employer shall extend, as necessary, the deadline for submission of proposals.

3. SUBMISSION OF PROPOSAL

- 3.1. The proposal duly filled and sealed in an envelope shall have two (2) components ; -
 - a) Technical Proposal
 - b) Financial Proposal.
- 3.2. Be addressed to the Employer at the address provided in the request for proposal;
 - a) Bear the name and identification number of the tender as defined
 - b) in the request for proposal; and
 - c) Provide a warning not to open before the specified time and date for proposal opening.
- 3.3. Proposals shall be delivered to the Employer at the address specified in the request for proposal not later than the time and date specified in the request for proposal.
- 3.4. The bidder shall not submit any alternative offers unless they are specifically required in the proposal documents. Only one proposal may be submitted by each bidder. Any bidder who fails to comply with this requirement will be disqualified.
- 3.5. The Service Providers/ Consulting Firms are expected to examine in detail the documents constituting this submission of Request for Proposal (RFP). Material deficiencies in providing the information requested may result in rejection of a proposal.
- 3.6. Any proposal received after the deadline for opening proposals will be returned to the bidder unopened.
- 3.7. The Employer may extend the deadline for submission of proposals by issuing an amendment in accordance with sub-clause 2.5 in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.
- 3.8. The Proposal, and all related correspondence exchanged by the consultant / Consulting Firms and NRT, shall be in English language. All reports prepared by the consultant / Consulting Firm shall be in English.



4. PROPOSAL OPENING AND EVALUATION

- 4.1. The proposals will be opened in the presence of the Bidders' representatives who choose to attend at the time and in the place specified in the request for proposal.
- 4.2. The Bidders' names, the total amount of each proposal and such other details as may be considered appropriate, will be announced at the opening by the Employer. Minutes of the proposal opening, including the information disclosed to those present will also be prepared by the Employer.
- 4.3. Information relating to the examination, clarification, evaluation and comparison of proposals and recommendations for the award of the Contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's officials, processing of proposals or award decisions may result in the rejection of his proposal.
- 4.4. Proposals determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
 - a. Where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
 - b. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer's representative, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.
 - c. In the event of a discrepancy between the proposal amount as stated in the Form of Proposal and the corrected proposal figure in the main summary of the Quotation, the corrected proposal figure shall prevail.
 - d. The Error Correction Factor shall be computed by expressing the difference between the proposal amount and the corrected proposal sum as a percentage of the Corrected Work.
 - e. The Error Correction Factor shall be applied to all bidders (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
 - f. The amount stated in the proposal will be adjusted in accordance with the above procedure for the correction of errors and with concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the proposal may be rejected and the Proposal Security forfeited.
- 4.5. The Opening and Evaluation committee shall conduct evaluation for and technical evaluation and Financial Proposals the Consultant is not permitted to alter or modify its Proposal in anyway after the proposal submission deadline except as permitted under unanimously approval by the evaluation committee.
- 4.6. The proposal evaluation committee shall evaluate the proposal within 90 days of the validity period from the date of opening the proposal.
- 4.7. Contract price variations shall not be allowed.



- 4.8. Where contract price variation is allowed, the valuation shall not exceed 10% of the original contract price.
- 4.9. Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.
- 4.10. Preference were allowed in the evaluation of proposals shall not exceed 15%
- 4.11. While evaluating the Proposals, the Evaluation Committee will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
- 4.12. To assist in the examination, evaluation, and comparison of proposals, the Employer at his discretion, may request [in writing] any Bidder for clarification of the proposal, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the proposal price or substance of the proposal shall be sought, offered or permitted.
- 4.13 The Bidder shall not influence the Employer on any matter relating to his proposal from the time of the proposal opening to the time the Contract is awarded. Any effort by the Bidder to influence the Employer or his employees in his decision on proposal evaluation, proposal comparison or Contract award may result in the rejection of the proposal.

EVALUATION CRITERIA

The received proposals will be evaluated in three stages as detailed below:

1. Stage 1: Compliance with Mandatory Requirements;
2. Stage 2: The Technical Evaluation (Capacity to Deliver the Service)
3. Stage 3: The Financial Evaluation (Quoted Price)

A. PROPOSAL AWARD RECOMMENDATION

Selection Evaluated criteria

The Evaluated Proposal that will be recommended for the award of the contract will be the one found to be the most competitive proposal under the Technical and Financial (Price) Evaluation Criteria Selection Method – Quality and Cost Based selection (QCBS)

B. MANDATORY REQUIREMENTS (MR)

The following mandatory requirements must be met notwithstanding other requirements in the documents:

| NO | REQUIREMENTS | BIDDER'S RESPONSE |
|------|---|-------------------|
| MR 1 | Provide documentary evidence of the company's Certificate of Incorporation (Legal Structure). | |
| MR 2 | Provide Firms CR12 for Limited liabilities companies, or copy of Identification for card for sole proprietors or CR13 for partnership/Copy of partnership deed. | |



| | | |
|------|--|--|
| MR 3 | Provide copy of the company's current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) valid at least up-to the date of opening the proposal. | |
| MR 4 | KRA Pin Certificate for both individual consultant and for the company | |
| MR 5 | Copy of valid registration certificate as a data controller or data processor | |
| MR 6 | Payment of a non-refundable fee of Kshs. 3,000.00 (Three thousand Kenya Shillings) to Northern Rangelands Trust account number 0308167747 ABSA BANK NANYUKI BRANCH and ATTACH deposit slips with their bid documents upon submission of the documents. | |

C. TECHNICAL EVALUATION / SCORING CRITERIA

The proposals of Consulting Firms shall be evaluated based on the following criteria and sub-criteria:

| EVALUATION CRITERIA FORM | | | | |
|--|--|-----------|----------------------|---------------------|
| PROJECT NAME: | | | | |
| REFERENCE NO: | | | | |
| NAME OF CONSULTANT: | | | | |
| A.1 | MANDATORY EVALUATION | Reference | Evaluator's response | Tick as Appropriate |
| 1.1 | Provide documentary evidence of the company's Certificate of Incorporation (Legal Structure). / Business registration | | | |
| 1.2 | Provide Firms CR12 for Limited liabilities companies, or copy of Identification for card for sole proprietors or CR13 for partnership/Copy of partnership deed. | | | |
| 1.3 | KRA Pin Certificate for both individual consultant and for the company | | | |
| 1.4 | Provide copy of the company's current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) valid at least up-to the date of opening the proposal | | | |
| 1.5 | Copy of valid registration certificate as a data controller or data processor | | | |
| 1.6 | Tender fee of Kshs. 3,000.00 (Three thousand Kenya Shillings) | | | |
| IF ALL THE ABOVE IS NOT PROVIDED AND VERIFIED - THE SUPPLIER/CONTRACTOR IS AUTOMATICALLY DISQUALIFIED | | | | |
| B. TECHNICAL & FINANCIAL EVALUATION | | Weights | Evaluator's response | Score |



| | | | | |
|-----|--|--|--|--|
| 2.1 | Organizational structure: Team composition in charge to ensure delivery of the objectives | Max points awarded – 5 points <ul style="list-style-type: none"> • Has provided the structure- 5 points • Has not provided- 0 points | | |
| 2.2 | Capacity and experience of key personnels: Provide the qualifications, experience, CVs and professional competencies of 5 key personnels to be used to provide the service. | Max points awarded -10 points Relevant qualification/ certification in similar works preformed – Award 2 points for each Personnel (Maximum 5 Key personnel) | | |
| 2.3 | Demonstrate Organizations experience in executing similar assignment. Provide evidence of having undertaking previous three (3) similar service/projects rendered with reports/contracts/LSO/LPO recently completed relevant or similar to the subject of evaluation. | Max points awarded –10 points <ul style="list-style-type: none"> • 3 attached- 10 points • 2 attached- 5 points • 1 attached- 2 point • No evidence- 0 point | | |
| 2.4 | List of 3 referees who can attest to your experience and expertise as it relates to this project. Include their daytime phone numbers (GMT+3) and email contacts, | Max points awarded – 5 points Contactable references Should indicate description of the relevant services rendered <ul style="list-style-type: none"> • 3 letters attached- 5points • 2letters attached- 3 points • 1 letter attached- 1 point • No reference letters- 0 point | | |
| 2.5 | Background and context of the initiative that demonstrates an understanding of the project and the requirements of the TOR | Max point awarded- 10 points <ul style="list-style-type: none"> • Demonstrated comprehensive understanding- 10 points • Demonstrated adequate understanding - 5 points • No evidence - 0 points | | |
| 2.6 | Methodology The methodology and approach must amongst other cover the scope of the requirements, reporting and management. | Max point awarded- 30 points <ul style="list-style-type: none"> • Methodology and approach presented with comprehensive information and a clear flow and timing provided for all deliverables- 30 points • Methodology and approach presented with brief description and overview on deliverables- 20 points • Methodology and approach mentioned but not described on deliverables- 10 points • No evidence - 0 points | | |
| 2.7 | Work plan | Max point awarded- 10 points | | |



| | | | | |
|-----|---|--|--|--|
| | Propose work plan on how they will carry out the assignment, with clear timelines, reports and presentations , to be linked to the deliverables and outputs of activity | <ul style="list-style-type: none"> • Detailed plan Provided- 10 points • Brief project plan- 5 points • No evidence - 0 points | | |
| | Total Technical Scores | 80 | | |
| 3 | Financial scores | | | |
| 3.1 | Bid amount Quoted | Max point awarded- 10 points <ul style="list-style-type: none"> • Lowest bid- 20 points • Others prorate at bidders quoted amount x 20/ Lowest bid amount. | | |
| | Total Financial Scores | 20 | | |
| | Grand Total | 100 | | |

5. AWARD OF CONTRACT

- 5.1. The award of the Contract will be made to the Bidder the bidder who is found to be the most advantageous economical Tender Will have complied with all the Mandatory Requirements and Has attained a score exceeding 70 % under Scoring Criteria;
- 5.2. Notwithstanding the provisions, the Employer reserves the right to accept or reject any proposal and to cancel the tender process and reject all proposals at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the action.
- 5.3. The Bidder whose proposal has been accepted will be notified of the award prior to expiration of the proposal validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the "Letter of Offer") will state the sum [hereinafter and in all Contract documents called the "Contract Price" which the Employer will pay the Consultant in consideration of the execution, completion, of the survey. The contract shall be formed on the parties signing the contract. At the same time the other bidders shall be informed that their proposals have not been successful.
- 5.4. The Contract Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder, within 7 days following the notification of award. Within 7 days of receipt, the successful Bidder will sign the Agreement and return it to the Employer.
- 5.5. 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.



- 5.6. The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 5.7. The procuring entity shall give prompt notice of the termination to the bidders and on request give its reasons for termination within 14 days of receiving the request from any bidder.

6. CORRUPT AND FRAUDULENT PRACTICES

- 6.1. The procuring entity requires that the bidder observes the highest standard of ethics during the procurement process and execution of the contract. A bidder shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.
- 6.2. The procuring entity will reject a proposal if it determines that the bidder recommended for award has engaged in corrupt and fraudulent practices in competing for the contract in question.
- 6.3. Further a bidder who is found to have indulged in corrupt and fraudulent practices risks being debarred from participating in public procurement in Kenya.

7. INSURANCE

The Consultant shall be responsible for and shall take out appropriate cover against, among other risks, personal injury; loss of or damage to the Works, materials and plant; and loss of or damage to property.

8. LIQUIDATED DAMAGES

The Consultant shall pay liquidated damages to the Employer at the rate 0.001 per cent of the Contract price per day for each day that the actual Completion Date is later than the Intended Completion Date except in the case of any of the occurrences listed under clause 9.2. The Employer may deduct liquidated damages from payments due to the Consultant. Payment of liquidated damages shall not affect the Consultant liabilities.

9. COMPLETION

Upon deciding that the Work is complete the Consultant shall request the Employer's Representative to issue a Certificate of Completion of the Works, upon deciding that the Work is completed.

10. TERMINATION

The Employer or the Consultant may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;

- a) the Consultant stops Work for 30 days continuously without reasonable cause or authority from the Employer's Representative;
- b) the Consultant is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;



11. CORRUPT GIFTS AND PAYMENTS OF COMMISSION

The Consultant shall not;

- a) Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favor or disfavor to any person in relation to this or any other contract with the Employer.
- b) Any breach of this Condition by the Consultant or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Consultant) shall be an offence under the Laws of Kenya.

12. SETTLEMENT OF DISPUTES

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.

PART B:

APPENDIX I

PROPOSAL SUBMISSION CHECKLIST

A. Proposal Submission Format – preliminary and technical

This order and arrangement shall be considered as the Proposal Submission Format. Bidders shall tick against each item indicating that they have provided it.

| No. | Item | Tick Where Provided |
|-----|---|---------------------|
| 1 | Declaration Form | |
| 2 | Duly completed Technical Proposal. | |
| 3 | Confidential Business Questionnaire (CBQ) | |
| 4 | Proposed Work program (Work method & schedule) | |
| 5 | Copy of Consultant Certificate of Incorporation / business registration | |
| 6 | Copy of Valid Tax Compliance Certificate | |
| 7 | Copy of PIN certificate | |



| | | |
|----|---|--|
| 8 | List of 3 previous clients of the Consultant for similar works indicating physical addresses. | |
| 9 | Reference letters from previous clients of the Consultant for similar works. | |
| 10 | Any other document or item required by the Proposal Document that is non-financial. (The Bidder shall specify such other documents or items it has submitted) | |
| 11 | Copy of valid registration certificate as a data controller or data processor. | |

B. Proposal Submission Format – Financial clauses

| No. | Item | Tick Where Provided |
|-----|---|---------------------|
| 1 | Quotations Inclusive of taxes and duties (signed and stamped by bidder) | |
| 2 | Duly completed Financial Proposal Form | |
| 3 | Audited Financial Statements. The audited financial statements required must be those that are reported within twenty four (24) calendar months of the date of the proposal document. <i>(For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Proposal Document, they should submit certified copies of bank statements covering a period of at least six months prior to the date of the proposal document. The copies should be certified by the Bank issuing the statements. The certification should be original).</i> | |
| 4* | Any other document or item required by the Proposal Document that is financial. (The Bidder shall specify such other documents or items it has submitted) | |
| 5 | Valid Tax Compliance Certificate | |

D) CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

All Bidders 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

| |
|--|
| <p>Part 1 – General</p> <p>Business Name.....</p> <p>Location of business premises.....</p> |
|--|



Plot No.Street/RoadPostal Address

Postal Code Tel No.....

Mobile and/ or CDMA No..... E-mail:

Nature of your business Certificate of Incorporation

Maximum value of business which you can handle at any time KSh.....

Name of your BankersBranch.....

*Names of Bidder’s contact person(s)

Designation/ capacity of the Bidder’s contact person(s)

Address, Tel, Fax and E-mail of the Bidder’s contact person(s)

.....

.....

Part 2 (a) Sole Proprietor

Your name in full

Nationality Country of origin

*Citizenship details.....

Part 2 (b) Partnership

Give details of partners as follows: -

| <u>Names</u> | <u>Nationality</u> | <u>*Citizenship Details</u> | <u>Shares</u> |
|--------------|--------------------|-----------------------------|---------------|
| 1..... | | | |
| 2..... | | | |
| 3..... | | | |
| 4..... | | | |
| 5..... | | | |

Part 2 (c) Registered Company



Private or Public

State the nominal and issued capital of company-

Nominal KSh

Issued KSh.....

Give details of all directors as follows

| Name | Nationality | *Citizenship Details | Shares |
|--------|-------------|----------------------|--------|
| 1..... | | | |
| 2..... | | | |
| 3..... | | | |
| 4..... | | | |
| 5..... | | | |

Name of duly authorized person to sign for and on behalf of the Bidder
.....

Capacity of the duly authorized person.....

Signature of the duly authorized person.....

***NOTES TO THE BIDDERS ON THE QUESTIONNAIRE**

1. *The address and contact person of the Bidder provided above shall at all times be used for purposes of this proposal.*
2. *If a Kenyan citizen, please indicate under “Citizenship Details” whether by birth, naturalization or registration.*
3. *The details on this Form are essential and compulsory for all Bidders. **Failure to provide all the information requested shall lead to the Bidder’s disqualification.***
4. *For foreign Bidders please give the details of nominal and issued share capital in the currency of the country of origin of the Bidder.*



E) DECLARATION FORM

Date _____

To:

**Northern Rangelands Company Ltd
Lewa Wildlife Headquarters
ISIOLO, KENYA**

Ladies and Gentlemen,

The Bidder i.e. (full name and complete physical and postal address) _____

_____ declare the following: -

- a) That I/ We have not been debarred from participating in public procurement by anybody, institution or person.
- b) That I/ We have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement anywhere.
- c) That I/We or any director of the firm or company is not a person within the meaning of paragraph 3.2 of ITT (Eligible Bidders) of the Instruction to Bidders.
- d) That I/ We are not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- e) That I/ We are not associated with any other Bidder participating in this proposal.
- f) That I/ We do hereby confirm that all the information given in this Proposal is accurate, factual and true to the best of our knowledge.

Yours sincerely,

Name of Bidder

Signature of duly authorized person signing the Proposal

Name and Capacity of duly authorized person signing the Proposal

Stamp or Seal of Bidder



MANDATORY REQUIREMENTS:

Note: The consultant or company must submit the following:

1. The technical and financial proposals with a short cover letter.
2. Certificate of registration/ Certificate of Incorporation for company
3. Firms CR12 for Limited liabilities companies, or copy of Identification for card for sole proprietors or CR13 for partnership/Copy of partnership deed.
4. Valid Tax compliance certificate for either the individual or company
5. KRA Pin Certificate for both individual consultant and for the company
6. Copy of valid registration certificate as a data controller or data processor.
7. Payment of a non-refundable fee of Kshs. 3,000.00 (Three thousand Kenya Shillings) to Northern Rangelands Trust account number 0308167747 ABSA BANK NANYUKI BRANCH and ATTACH deposit slips with their bid documents upon submission of the documents.

APPLICATION PROCEDURE

1. A written response to this TOR in terms of a proposal detailing the technical understanding of the task, proposed methodologies of the assessment, expected activities and deliverables, proposed work plans with schedule, and financial bids.
2. Detailed CVs of all professional(s) who will work on the task. If there is more than one consultant on the proposed assignment, please attach CVS and summary page showing each of the individual expertise.
3. Professional references: please provide at least three references from your previous clients and full contact details of the referees.
4. At least three brief reports of similar works undertaken.

SUBMISSION AND DUE DATE

Applications must be submitted with both Technical and Financial proposal clearly marked “Tender No. **NRT/NOVEMBER/035/2023** “Request for proposal for provision of data protection consultancy services”.

Interested eligible firms may obtain information and inspect tender documents at:

NORTHERN RANGELANDS TRUST-HQ

ISIOLO, KENYA

OR

EMAIL – bids@nrt-kenya.org



The tender document may be obtained by interested candidates upon payment of a non-refundable fee of Kshs. 3,000.00 (Three thousand Kenya Shillings) to Northern Rangelands Trust. Bidders must pay the required amounts to **NORTHERN RANGELANDS TRUST** account number **0308167747 ABSA BANK NANYUKI BRANCH** and ATTACH deposit slips with their bid documents upon return of the documents. Tender documents must be submitted in plain sealed envelopes and addressed to;

**THE TENDER COMMITTEE CHAIRMAN
NORTHERN RANGELANDS TRUST
Lewa Wildlife Conservancy,
Isiolo – Nanyuki road
c/o Lewa downs**

Interested eligible firms to submit a Technical and Financial Proposal (Indicate whether Prices Inclusive or exclusive of VAT) physically to NRT Lewa HQ Office, not later than 11th January 2024 at 11: 00 am. Tenders will be opened immediately thereafter in the presence of the candidates 'or their representatives who choose to attend.

Kind Regards

Director Of Operations

Northern Rangeland Trust.



Section III- TERMS OF REFERENCE

TERMS OF REFERENCE FOR PROVISION OF DATA PROTECTION CONSULTANCY SERVICES

INTRODUCTION

The Northern Rangelands Trust (NRT) is a membership organization owned and led by the 43 community conservancies it serves in Kenya (northern and coastal regions) and Uganda. NRT was established as a shared resource to help build and develop community conservancies, which are best positioned to enhance people's lives, build peace and conserve the natural environment.

OBJECTIVE

NRT Seeks to fully implement the Data Protection Act of 2019 and 2021 regulations. Data protection is a key component of Human rights and is paramount that NRT Stakeholders are made aware of their obligations and responsibilities under the Act. NRT is in the process of implementing a holistic data protection framework and has already designated a Data Protection Officer.

SCOPE OF SERVICES

The scope of the service should include, but not limited to the following:

- Conduct an overview of the Data protection Act (DPA) 2019 and regulations
- Legal implications of the Data protection Act on NRT and member conservancies (stakeholders)
- Review NRT's Draft Data Protection Policy.
- Identify gaps in the organization's compliance status compared to the applicable Data Protection Laws and regulations such as the Kenya Data Protection Act and GDPR (international obligations). The consultant should provide recommendations on fixing identified gaps.
- Conduct a risk assessment on the processing of personal/sensitive data held and assessing its necessity and proportionality in order to recommend mitigation measures. The assessment should include but not limited to enterprise Data Mapping & Data Protection Impact Assessments (DPIA).
- Develop a data privacy governance framework structure that will guide the organization on current and future compliance requirements.
- Formulation of guidelines/structures to support Data Subject Access Requests (DSAR), consent management and Breach notifications. This will include templates for adoption by the NRT.
- Sensitizing NRT Conservancy stakeholders on the implications of Data Protection Laws and Regulations on their business processes and providing practical training.
- Sensitize the data controller, processor and data processing officers on awareness and understanding about the data protection principles, their obligations under the data protection Act (DPA) and mandate.

DURATION

The duration of this contract is 2 (Two) months.