



REPUBLIC OF KENYA

**MINISTRY OF DEVOLUTION AND ASALS
STATE DEPARTMENT FOR DEVOLUTION**

**REQUEST FOR PROPOSAL
TENDER NO. MODA/SDD/OT/RFP/07/2020-2021**

**CONSULTANCY SERVICES FOR DEVELOPMENT OF FRAMEWORK OF
CONCURRENT FUNCTIONS.**

(CONSULTANCY FIRM)

**CLOSING/OPENING DATE: WEDNESDAY 28TH OCTOBER, 2020
TIME: 10.00 A.M**

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REPUBLIC OF KENYA
MINISTRY OF DEVOLUTION AND ASALS
STATE DEPARTMENT FOR DEVOLUTION

SECTION I: TENDER NOTICE

The Ministry of Devolution and ASALS (State Department of Devolution (SDD) invites eligible qualified and competent firms to apply including those firms owned by Youth, Women and Persons with Disability (PWD) to submit sealed application for the following tenders: -

Tender Number	Tender Description	Category	Closing Date and Time
MODA/SDD/OTR FP/05/2020-2021	Consultancy Services to assess compliance with Environmental and Social Safeguards in County Capital Projects. (Consultancy Firm)	AGPO	29 th Oct 2020 At 10.oclock
MODA/SDD/OT/ RFP/06/2020- 2021	Consultancy Services to develop an integrated Knowledge management system to support Devolution. (Consultancy Firm)	OPEN	28 th Oct 2020 At 10.oclock
MODA/SDD/OT/ RFP/07/2020-2021	Consultancy Services for development of framework of concurrent functions. (Consultancy Firm)	OPEN	28 th Oct 2020 At 10.oclock
MODA/SDD/OT/ RFP/08/2020-2021	Consultancy Services for development of Performance Assessment Framework for Devolution. (Consultancy Firm)	OPEN	28 th Oct 2020 At 10.oclock
MODA/SDD/OT/ RFP/09/2020-2021	Consultancy services to assess the preparedness of the County Governments to cope with COVID 19 and Development of Post COVID 19 recovery strategy	OPEN	29 th Oct 2020 At 10.oclock
MODA/SDD/OT/ RFP/10/2020-2021	Consultancy services for developing Civic Education Information Communication and Education (IEC) materials on alternatives Dispute Resolution (ADR) Mechanism.	AGPO	29 th Oct 2020 At 10.oclock

Interested bidders may access and download detailed tender document and corresponding Terms of Reference/specifications free of charge from: -

- i. Procurement Portal: <http://www.tenders.go.ke>
- ii. The Ministry's Website www.devolutionasals.go.ke.

Bidders **MUST** immediately email their name and contract details (Company name, cell phone number and email) to kdspsecretariat@devolution.go.ke for records, communication on any tender clarifications and addenda.

Duly completed tender documents (Two Hard Copies, One Original and one Copy) should be enclosed in plain sealed envelope clearly marked with tender number and deposited in the tender Box located on 1st floor of Telposta Towers, Wing C, Kenyatta Avenue, Nairobi, Kenya during office hours (Weekdays 8.00 am to 5.00 pm) on or before **Wednesday, 28th October, 2020 at 10.00 a.m.** and be addressed to:

**Principal Secretary,
Ministry of Devolution and Asals,
State Department for Devolution,
P. O. Box 30004 – 00100.
NAIROBI, KENYA**

Bids will be opened immediately thereafter in the presence of the bidders or their representatives who choose to attend at the 6th floor boardroom, Telposta Towers, Kenyatta Avenue, Nairobi.

Prices quoted should be net inclusive of all Government taxes and other expenses and must remain valid for **150 days** from the closing/opening date of the tender.

Tenders that require Bid Security will be as indicated in the tender documents.

**Principal Secretary
State Department for Devolution**

SECTION II - LETTER OF INVITATION

To: (.....)

Date _____

Dear Sir/Madam,

RE:CONSULTANCY SERVICES FOR DEVELOPMENT OF A FRAMEWORK ON PERFORMANCE OF CONCURRENT FUNCTIONS.

1.1 The Ministry of Devolution and Asals, State Department of Devolution invites proposals for the following Consultancy Services - *Consultancy Services for the Development of framework on performance of concurrent functions.*

1.2. The request for proposals (RFP) includes the following documents:

- Section II - Letter of invitation
- Section III Information to consultants
Appendix to Consultants Information
- Section IV Terms of Reference
- Section VI- Technical Proposal
- Section VII Financial Proposal
- Section VIII Standard Contract Form

SECTION III – INFORMATION TO CONSULTANTS (ITC)

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SECTION III: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1** The Client named 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 firsthand 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 Procuring entity 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 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, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by cable, telex, facsimile 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 mail, cable, telex or facsimile 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. Consultants shall not associate with the other consultants invited for this assignment. 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 majority 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 - 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 “A” specifies training as a major component of the assignment.

(viii) Any additional information requested in Appendix “A”.

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 D). It lists all costs associated with the assignment including;

- (a) remuneration for staff (in the field and at headquarters), and;
- (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix “A” specifies otherwise.

2.4.3 Consultants shall express the price of their services in Kenya Shillings.

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 60 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. 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 “A”. 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 as follows

- (i) Specific experience of the consultant related to the assignment (5-10)
- (ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference (20-40)
- (iii) Qualifications and competence of the key staff for the assignment (30-40)
- (iv) Suitability to the transfer of Technology Programme (Training) (0-10)

Total Points _____ 100

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 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 registered letter, cable, telex, facsimile 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 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-
 $Sf = 100 \times \frac{Fm}{F}$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + p = 1$) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:- $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of 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 (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.

2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “A”.

2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

- 2.10.4 The 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

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

Information To Consultants	Appendix to Information to consultants
2.1 Introduction	<ul style="list-style-type: none"> (i). Request for proposal is open to interested local qualified consultants. (ii). Consultants are encouraged to familiarize themselves with the detailed term of reference to respond appropriately. (iii). The method of technical evaluation will be Quality and Cost Based Selection method (QCBS). (iv). Bid security of Ksh 150,000 of the tender sum valid for a period of 180 days. (v). The Request for proposal closing/opening date is on Wednesday 28th October, 2020 (East African Time). (vi). Performance Security equivalent to (10%) of contract price from a reputable bank or approved insurance company by PPRA is required before contract signing stage.
2.2 Clarification and Amendment	<ul style="list-style-type: none"> (i). Completed documents in plain sealed envelope, clearly marked with Tender No. MODA/SDD/OT/RFP/07/2020-2021 should be deposited in the Tender Box situated on Ist Floor Telposta Towers, Wing C, Kenyatta Avenue on or before WEDNESDAY, 28th OCTOBER, 2020 at 10 am. (ii). Request for proposal <u>MUST</u> be addressed to, <ul style="list-style-type: none"> Principal Secretary, Ministry of Devolution and ASALS, State Department of Devolution, P.O. Box 30004 - 00100, NAIROBI. Telephone +254-202217475 +254-202215245 (iii). All communication between the consultant and the procuring entity shall be in writing. (iv). State Department of Devolution (SDD) may conduct due diligence to verify/ascertain authenticity of the information and documents submitted by the consultant. (v). Interested consultancy firms may obtain further information, clarification on proposal document at Head

Information To Consultants	Appendix to Information to consultants
	of Supply Chain Management Services office, State Department of Devolution (SDD) at Telposta Towers 1st floor, Wing C, Kenyatta Avenue, Nairobi
2.3 Preparation of Proposals	<ul style="list-style-type: none"> (i). Consultants <u>MUST</u> not modify, substitute, alter/change the STANDARD TENDER DOCUMENT for Request for proposal. Consultants are only required to attach the necessary documents to the standard tender document. Any modifications, substitution, alterations/change of the STANDARD TENDER DOCUMENT will lead to disqualification of the bid. (ii). Consultant <u>MUST</u> submit detailed CV with detailed work experience, referees among others and relevant copies of the certificates of the <u>ALL</u> the key and support staff to be involved in the consultancy. (iii). Consultants <u>MUST</u> indicate the responsibilities of the staff to be involved in the assignment. (iv). Consultants <u>MUST</u> meet <u>ALL</u> the mandatory requirements to qualify for further evaluation. (v). Consultants <u>MUST</u> submit the necessary and relevant information required as per Terms of Reference (ToR) (v) The Document should be Properly Bound.
2.4 Financial proposal	<ul style="list-style-type: none"> i) Financial proposal MUST be in Kenya Shillings ii) The financial Proposal MUST include government taxes and all other expenses iii) Consultants MUST submit a detailed a detailed schedule of financial proposal indicating the deliverables. iv) The consultant with the highest combined score (Both technical and financial) will be invited for negotiations.
2.5 Submission, Receipt and opening of proposals	<ul style="list-style-type: none"> i) The submission of the Request for Proposal bid document <u>MUST</u> be in TWO separate envelopes, TECHNICAL and FINANCIAL Proposals. ii) The TECHNICAL proposal <u>MUST</u> be in Original and Copy. The ‘ORIGINAL’ and ‘COPY’ will be marked clearly on the bid documents and will be placed in a sealed envelope clearly marked TECHNICAL PROPOSAL.

Information To Consultants	Appendix to Information to consultants
	<p>NB. The STANDARD TENDER DOCUMENT for Request for Proposal must be part of TECHNICAL PROPOSAL.</p> <ul style="list-style-type: none"> iii) The FINANCIAL proposal <u>MUST</u> be in Original and Copy. The ‘ORIGINAL’ and "COPY’ must be <u>marked</u> clearly on the bid documents and <u>will</u> be placed in a sealed envelope clearly marked FINANCIAL PROPOSAL iv) Both envelopes of the TECHNICAL AND FINANCIAL PROPOSALS will be placed in an outer envelope and sealed and the envelope shall bear the tender number and name. v) The outer envelope bearing TECHNICAL and FINANCIAL PROPOSAL shall be deposited in the State Department of Devolution Tender Box located at Telposta Towers, 1st Floor, Wing C, along Kenyatta Avenue, outside Supply Chain Management offices, during normal working hours (8am to 5pm, East African Time), on or before WEDNESDAY 28TH Oct, 2020 At 10.00 am (East African Time). vi) Request for proposal bid documents submitted after the deadline shall NOT be accepted. (vii). Bidders/representatives are free to attend the Request for Proposal bid opening exercise at the State Department of Devolution Board Room No.660 situated at 6thfloor, Telposta Towers, along Kenyatta Avenue, Nairobi on the closing/opening date and time. (viii). Only the TECHNICAL PROPOSAL will be opened on the closing/opening date and time. (ix). Only financial proposals of the consultants who pass technical evaluation shall be opened. (x). Those bidders who will not qualify at the technical evaluation level will have their financial bids returned unopened. (xi). Bulky Request for proposal bid documents that will not fit in the tender box shall be received at the Head of Supply Chain Management Office at State Department of Devolution 1st Floor, Wing C, along Kenyatta Avenue, Nairobi during normal working hours (8am to 1pm and 2pm to 5pm East African Time).
2.6 Proposal Evaluation General	<ul style="list-style-type: none"> (i). The evaluation shall be carried out as per the detailed Evaluation Criteria set in the Request for Proposal tender documents. (ii). The evaluation will be carried out in three stage evaluation process;

Information To Consultants	Appendix to Information to consultants																										
	<p>(a). Preliminary stage: - Proposal must meet all the mandatory requirements at this stage to proceed to the next stage.</p> <p>(b). Technical Stage: - Proposal must attain a minimum of 70% score to proceed to the next stage of evaluation (financial).</p> <p>(c). Financial stage: - To be conducted only on firms that qualify in technical stage.</p>																										
a) Preliminary Evaluation	<p align="center">CRITERIA FOR PRELIMINARY EVALUATION</p> <table border="1"> <thead> <tr> <th data-bbox="548 653 662 758">NO</th> <th data-bbox="662 653 1122 758">REQUIREMENTS</th> <th data-bbox="1122 653 1395 758">RESPONSIVE OR NON RESPONSIVE</th> </tr> </thead> <tbody> <tr> <td data-bbox="548 758 662 909">MR1</td> <td data-bbox="662 758 1122 909">Ensure that the Request for Proposal Document is submitted in the right format (Original and 1 copy)</td> <td data-bbox="1122 758 1395 909"></td> </tr> <tr> <td data-bbox="548 909 662 1060">MR2</td> <td data-bbox="662 909 1122 1060">The Tenderer <u>MUST</u> not modify, substitute, alter/change the STANDARD TENDER DOCUMENT</td> <td data-bbox="1122 909 1395 1060"></td> </tr> <tr> <td data-bbox="548 1060 662 1211">MR3</td> <td data-bbox="662 1060 1122 1211">The Tenderer <u>MUST</u> Submit copies of Certificate of Incorporation/Registration.</td> <td data-bbox="1122 1060 1395 1211"></td> </tr> <tr> <td data-bbox="548 1211 662 1278">MR4</td> <td data-bbox="662 1211 1122 1278">Tenderer to submit CR 12/13 for Limited Companies</td> <td data-bbox="1122 1211 1395 1278"></td> </tr> <tr> <td data-bbox="548 1278 662 1465">MR5</td> <td data-bbox="662 1278 1122 1465">Tenderer <u>MUST</u> submit copy of valid Tax Compliance Certificate. (and evidence provided thereof)</td> <td data-bbox="1122 1278 1395 1465"></td> </tr> <tr> <td data-bbox="548 1465 662 1686">MR6</td> <td data-bbox="662 1465 1122 1686">Confidential Business Questionnaire <u>MUST</u> be dully filled, stamped and signed by the applicant/an authorized representative who has a power of attorney</td> <td data-bbox="1122 1465 1395 1686"></td> </tr> <tr> <td data-bbox="548 1686 662 1906">MR7</td> <td data-bbox="662 1686 1122 1906">The Anti-Corruption Declaration Commitment/Pledge <u>MUST</u> be dully filled, stamped and signed by the applicant/an authorized representative who has a power of attorney</td> <td data-bbox="1122 1686 1395 1906"></td> </tr> </tbody> </table>			NO	REQUIREMENTS	RESPONSIVE OR NON RESPONSIVE	MR1	Ensure that the Request for Proposal Document is submitted in the right format (Original and 1 copy)		MR2	The Tenderer <u>MUST</u> not modify, substitute, alter/change the STANDARD TENDER DOCUMENT		MR3	The Tenderer <u>MUST</u> Submit copies of Certificate of Incorporation/Registration.		MR4	Tenderer to submit CR 12/13 for Limited Companies		MR5	Tenderer <u>MUST</u> submit copy of valid Tax Compliance Certificate. (and evidence provided thereof)		MR6	Confidential Business Questionnaire <u>MUST</u> be dully filled, stamped and signed by the applicant/an authorized representative who has a power of attorney		MR7	The Anti-Corruption Declaration Commitment/Pledge <u>MUST</u> be dully filled, stamped and signed by the applicant/an authorized representative who has a power of attorney	
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Information To Consultants	Appendix to Information to consultants	
	MR8	Valid Trade License(s) – copies <u>MUST</u> be attached as appropriate.
	MR9	Reliable communication services e.g. fixed line telephone, fax, P.O. Box, Cellphone Number, Emails and Website address, etc.
	MR10	Evidence of past performance in consultancy services– copies of Service Orders (S.Os.) Contracts etc
	MR11	All pages in the bid document should be paginated, stamped and signed.
	MR12	The Tenderer <u>MUST</u> Submit Tender Security (Bid Bond) of NOT more than 2% of tender sum, valid for 180 days (i.e. 30 days after the tender validity period).
	MR13	Tenderers shall provide evidence of certified audited accounts for at least three years preceding the current audit year.
	<p>KEY MR Mandatory Requirement</p> <p>The tenderer with Non Responsive submission in either of the above will be eliminated and NOT considered for further evaluation.</p>	
b) Technical Evaluation	Detailed evaluation criteria refer to Terms of Reference section 8.1 (Evaluation criteria)	
c) Financial Proposal	<p>(i) Form of Tender <u>MUST</u> be duly filled, signed and stamped by the applicant/an authorized representative who has a power of attorney (and evidence provided thereof) NB:-The filled form of tender <u>MUST</u> be enclosed together with the financial proposal.</p> <p>(ii) The financial proposal <u>MUST</u> include government taxes and all other expenses.</p>	

Information To Consultants	Appendix to Information to consultants
	<p>(iii) Consultants MUST submit a detailed schedule of financial proposal indicating the deliverables.</p> <p>(iv) The Formulae for calculating the Financial score is as follows:-</p> $Sf = 100 \times \frac{FM}{F}$ <p>Key :</p> <p>a) Sf is the financial score;</p> <p>b) Fm is the lowest priced financial proposal</p> <p>c) F is the price of the proposal under consideration</p> <p>(v) <u>Combined Scores</u></p> <p>Proposals will be ranked according to their combined technical (<i>St</i>) and financial (<i>Sf</i>) scores using the weights</p> <p><i>T</i>=the weight given to the Technical Proposal; <i>P</i> = the weight given to the Financial Proposal; <i>T + p = 1</i>) indicated in the Appendix.</p> <p>The combined technical and financial score (<i>S</i>)formulae is calculated as follows:-</p> $S = St \times T \% + Sf \times P \%$ <p>The firm achieving the highest combined technical and financial score will be invited for negotiations.</p> <p>(vi) The consultant with the highest combined score (technical and financial) will be invited for negotiations.</p>
2.7 Evaluation of Technical proposal	<p>(i). Evaluation shall be carried out in strict adherence of the terms of reference.</p> <p>(ii). Evaluation shall be carried out in line with the detailed evaluation criteria set out in the request for proposal documents.</p>

Information To Consultants	Appendix to Information to consultants
	<p>(iii). Technical proposal that attain a minimum of 70% score shall be considered responsive and shall proceed to the next stage</p> <p>(i).</p>
2.8 Opening and evaluation of proposal	<p>(ii). Only Technical Proposal that attained a minimum of 70% score at technical evaluation will be considered at this stage and their financial proposals will be opened.</p> <p>(iii). Invited Bidders/representative will be free to attend the financial proposal opening exercise.</p> <p>(iv). Bidders whose Technical Proposals were not successful shall not be invited for the Opening of the Financial Proposals neither shall they be notified of the results of the Technical Proposals' Evaluation until the process of Tender Evaluation is completed and Tender Award results are published/announced (in conformity to ITC Clause No. 2.11.1).</p> <p>(v). The Financial Proposals of the Consultants with the responsive Technical Proposals shall be ranked and one with the highest combined (Technical and Financial) score may be recommended for Contract Negotiation and award.</p> <p>i)</p>
2.9 Negotiations	<p>(i). Negotiations to be carried out as per section 128 of the act, However, the ministry will use competitive negotiations as per section 131 of the act in the event of a tie in combined scores, prices or budget excess.</p> <p>(ii). The technically responsive Request for Proposal/Tender with the highest combined Technical and Financial Proposal shall be invited for negotiation. Where weight for technical score T= 0.8 and financial Proposal P= 0.2</p>
2.10 Award of Contract	The consultant will commence the obligation of the contract immediately after negotiations or as may be agreed upon at contract signing.
2.11 Confidentiality	The clients and consultant shall ensure confidentiality during contract period.

SECTION IV: - 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.

TECHNICAL PROPOSAL

Table of Contents

1.	Technical proposal submission form	Page
2.	Firms references	
3.	Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity	
4.	Description of the methodology and work plan for performing the assignment	
5.	Team composition and Task assignments	
6.	Format of curriculum vitae (CV) for proposed Professional staff	
7.	Time schedule for professional personnel	
8.	Activity (work schedule)	

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 in the Last Five Years 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.

**14. 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 authorized 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	1	2	3	4	5	6	7	8	9	10	11	12	Number of months

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 ⁿ d	3 ^r d	4 ^t h	5 th	6 th	7 th	8 th	9 th	10 ^t h	11 th	12 th	
Activity (Work)													
<hr/>													
<hr/>													
<hr/>													
<hr/>													

(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 V: - 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

SECTION V - FINANCIAL PROPOSAL STANDARD FORMS

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	Page
1. Financial proposal submission Form	
2. Summary of costs	
3. Breakdown of price/per activity	
4. Breakdown of remuneration per activity	
5. Reimbursable per activity	
6. Miscellaneous expenses	

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

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 VI: - TERMS OF REFERENCE

5.1 Terms of Reference are the initial statement to the consultant of the services to be performed and should therefore be clear and precise and should contain the following sections:

- (a) Background,
- (b) Objectives of the assignment,
- (c) Scope of the Services,
- (d) Training (where appropriate),
- (e) Reports and Time Schedule,
- (f) Data Services, Personnel and Facilities to be provided by the Client, and
- (g) Terms of Payment.

CONSULTANCY FOR DEVELOPMENT OF FRAMEWORK FOR PERFORMANCE OF CONCURRENT FUNCTION

1.0 Introduction and Background

The devolved system of government was established pursuant to the Constitution of Kenya (GoK 2010). The devolved system establishes two levels of government both at the National and at the County level. Article 6(2) states that the governments at the national and county levels are distinct and inter-dependent and shall conduct their mutual relations on the basis of consultation and cooperation. The distinct nature of the governments is exemplified by the distinct powers, functions and resources assigned to each level of government by the Constitution.

The functions of both levels of government are provided for in Article 186(1) and are explicitly set out in the Fourth Schedule. An initial analysis of the functions as listed in the 4th schedule of the Constitution indicates that functions may be classified into the three categories namely; Exclusive, Concurrent and Residual. The management of exclusive and residual functions has not faced any serious challenge since the functions have been transferred to the specific level of Government. However, the management of concurrent functions has encountered challenges to both levels of government thus creating overlaps and duplication.

This lack of clarity in law creates challenges in the management of the concurrent functions. This has resulted in the functions and powers, which are concurrent as per Article 186(2) of the constitution not being fully and formally transferred. The State Department for Devolution is responsible for the overall coordination of devolution policy in accordance to the Executive Order 1/2018 of June 2018 (Revised).

2.0 Purpose/General Objectives

The overall objective of this task is to develop a framework to guide the performance of concurrent functions by both levels of government.

2.1 Specific Objectives

- i) Carry out functional analysis of identified concurrent functions in Kenya and make recommendations on the way forward
- ii) Propose management structures for the performance of concurrent functions
- iii) Develop a framework for the performance of concurrent functions

- iv) Propose policy and legislative interventions to enhance management of concurrent functions.

3.0 Scope of Work

The assignment will involve a review of the Constitution of Kenya, other relevant legislations and policy documents and other jurisdictions with similar governance system. The consultant will also undertake stakeholder engagements to collect their views and validation of the framework.

4.0 Deliverables

The consultant will be required to come up with the following deliverables:-

- a) Inception Report within
- b) Report on the study on performance of concurrent functions
- c) Draft framework on performance of concurrent functions
- d) Report on of consultations with key stakeholder
- e) Stakeholders validation report
- f) Framework for the performance of concurrent functions
- g) Consultancy report with recommendations to the client

5.0 Timelines and Payment Schedules

The consultancy is expected to take a maximum of four (4) calendar months or approximately 120 days. The payment schedule is indicated herein.

MILESTONE	DELIVERABLES	TIMELINE	% PAYMENT
Inception	Inception Report	15 days	10%
Functional analysis of identified concurrent functions	Report on the study on performance of concurrent functions	30 days	15%
Draft framework on performance of concurrent functions	A Draft framework on performance of concurrent functions	40 days	30%
Stakeholder consultations	Stakeholder consultative reports	15 days	-
Stakeholder validation	Stakeholder validation reports	10 days	-
Finalization of framework on performance of concurrent functions	Framework on performance of concurrent functions	10 days	45%

6.0 Duration of the Consultancy

The consultancy will be undertaken over a period of four (4) calendar months or approximately 120 days of professional services. The work will commence immediately after signing of the contract.

7.0 Qualification of the Consultancy

The firm should be duly registered in Kenya, be in good legal standing with a minimum of five years' experience in undertaking assignments related to devolution. The firm should have professionals in Law, Public Administration, Economics, and Public Policy from a recognized University.

The lead consultant for this assignment must possess a Master's Degree in Law from a recognized University and at least five (5) years' experience in undertaking assignment of similar magnitude and costs.

Specifically, the firm must demonstrate;

- Proven track record in devolution, research, survey, and delivering on assignments
- Familiarity with the devolved system of government under the Constitution of Kenya
- Sound understanding of Kenya's governance system and socio-political environment
- Thorough understanding of functional analysis in a devolved system
- Experience or knowledge of working with Government, Kenyan Civil Society, or development partners

8.0 Evaluation criteria

8.1 Technical Evaluation

ITEM	Maximum Points	Weight
1. Lead Consultants Qualifications <ul style="list-style-type: none"> • Degree in any of the following; Law, Public Administration, Economics, and Public Policy • Membership of a Professional qualification in a relevant field • Masters in Law • Lead consultant: <ul style="list-style-type: none"> a) at least five (5) years' experience in undertaking similar assignments (5 marks) b) Less than 5 years experience (5 marks) 	3 1 1 5	10%
2. Methodology and Work plan <ul style="list-style-type: none"> a) . Understanding of the Terms of Reference b) Proposed Methodology <ul style="list-style-type: none"> i. Understanding of the objectives of the assignment 	4 6 6	40%

2. Detailed proposal for implementing the assignment covering all the evaluation areas.
Please quote “Development of a framework on performance of concurrent functions” on the subject line.

Applications should be sent to State Department of Devolution, Telposta Towers, 1st Floor

SECTION VII:
STANDARD FORMS OF
CONTRACT

- a.** ANNEX I – LARGE ASSIGNMENTS (LUMP-SUM PAYMENTS)

ANNEX I

REPUBLIC OF KENYA

STANDARD FORM OF CONTRACT FOR CONSULTING SERVICES

Large Assignments
(Lump- Sum payment)

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Special Notes

1. The Lump-Sum price is arrived at on the basis of inputs – including rates – provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs, usually reports. Lump-sum contracts have the simplicity of administration, the Client having only to be satisfied with the outputs without monitoring the staff inputs and should be used for large Assignments in for example Design; Engineering; Supervision and Management Services; Master plans; Economic and Feasibility studies; and Surveys.

2. The Contract includes four parts: Form of Contract, the General Conditions of Contract, the Special Conditions of Contract and the Appendices. The Client using this standard contract should not alter the General Conditions. Any adjustment to meet any specific project features should be made only in the Special Conditions.

(iii)

CONTRACT FOR CONSULTANT'S SERVICES
Large Assignments (Lump-Sum Payments)

between

[name of the Client]

AND

[name of the Consultant]

Dated: _____ *[date]*

I. FORM OF CONTRACT

Large Assignments (Lump-Sum Payments)

This Agreement (hereinafter called the "Contract") is made the _____ day of the month of _____ [month], [year], between _____, [name of client] of [or whose registered office is situated at] _____ [location of office] (hereinafter called the "Client") of the one part AND

_____ [name of consultant] of
[or whose registered office is situated at] _____ [location of office] (hereinafter called the "Consultant") of the other part.

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultant, having presented to the Client that he has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices: [Note: If any of these Appendices are not used, they should be deleted from the list]
 - Appendix A: Description of the Services
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel and Sub consultants
 - Appendix D: Breakdown of Contract Price in Foreign Currency
 - Appendix E: Breakdown of Contract Price in Local Currency
 - Appendix F: Services and Facilities Provided by the Client

(v)

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of _____ *[name of client]*

[full name of Client's authorised representative]

[title] _____ *[signature]* _____
[date] _____

For and on behalf of _____ *[name of consultant]*

[full name of Consultant's authorized representative] _____

[title] _____

[signature] _____ *[date]* _____

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 herebelow;
- (d) “Foreign Currency” means any currency other than the Kenya Shilling;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of the Republic of Kenya;
- (g) “Local Currency” means the Kenya Shilling;
- (h) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;
- (i) “Party” means the Client or the Consultant, as the case may be and “Parties” means both of them;

- (j) “Personnel” means persons hired by the Consultant or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof;
- (k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) “Sub consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

- 1.2 Law Governing the Contract This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.
- 1.3 Language This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.
- 1.5 Location The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.
- 1.6 Authorized Representatives Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant

may be taken or executed by the officials specified in the SC.

- 1.7 Taxes and Duties The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.
- 2.2 Commencement of Services The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.
- 2.3 Expiration of Contract Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.
- 2.4 Modification Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.
- 2.5 Force Majeure
- 2.5.1. Definition For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.1 No Breach of Contract The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected

by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.2 Extension Any period within which a Party shall, pursuant to this Of Time Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.3 Payments During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Client The Client may terminate this Contract by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

- a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- b) if the Consultant becomes insolvent or bankrupt;
- c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) if the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

“corrupt practice” means the offering, giving, receiving or soliciting of anything of

value to influence the action of a public official in the selection process or in Contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

a) if the Client in his sole discretion decides to terminate this Contract.

2.6.2. Termination By the The Consultant may terminate this Contract by not less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any of the following events;

- (a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.2 Payment Upon termination of this Contract pursuant to Clauses upon 2.6.1 or 2.6.2, the Client shall make the following Termination payments to the Consultant:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

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3. OBLIGATIONS OF THE CONSULTANT

3.1 General The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client and shall at all times support and safeguard the Client's legitimate interests in any dealing with Sub consultants or third parties.

3.2.1 Consultant (i) The remuneration of the Consultant pursuant to Not to Clause 6 shall constitute the Consultant's sole Benefit from remuneration in connection with this Contract or Commissions, the Services and the Consultant shall not accept Discounts, for his own benefit any trade commission, Etc. discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.

(ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.

- (iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

3.2.2 Consultant The Consultant agrees that, during the term of this and Contract and after its termination, the Consultant Affiliates and his affiliates, as well as any Sub consultant Not to be and any of his affiliates, shall be disqualified from Otherwise providing goods, works or services (other than the Interested in Services and any continuation thereof) for any Project resulting from or closely related to the Services.

3.2.3 Prohibition Neither the Consultant nor his sub consultant[s] of nor their personnel shall engage, either directly or Conflicting indirectly in any of the following activities: Activities

- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality The Consultant, his sub consultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to be The Consultant (a) shall take out and maintain Taken Out by the and shall cause any sub consultant[s] to take out Consultant and maintain, at his (or the sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the

coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

(xiii)

3.5 Consultant's Approval The Consultant shall obtain the Client's prior Actions Requiring approval in writing before taking any of the Client's Prior following actions;

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Sub consultants").

3.6 Reporting Obligations The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents All plans, drawings, specifications, designs, reports and prepared by other documents and software submitted by the Consult- the Consult- ant in accordance with Clause 3.6 shall become and ant to Be remain the property of the Client and the Consultant the Property shall, not later than upon termination or expiration of this of the Client Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4. CONSULTANT'S PERSONNEL

4.1 Description The titles, agreed job descriptions, minimum qualifications of Personnel and estimated periods of engagement in the

carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal (a) Except as the Client may otherwise agree, no changes and/or shall be made in the Key Personnel. If for any reason Replacement beyond the reasonable control of the Consultant, it Of Personnel becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

(i) If the Client finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The Client shall use his best efforts to ensure that he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

5.2 Change in the Applicable Law taxes

If after the date of this Contract, there is any change in the Laws of Kenya with respect to

and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the

Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2

(a) or (b), as the case may be.

5.3 Services and Facilities The Client shall make available to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub consultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price (a) The price payable in foreign currency is set forth in the SC.

(b) The price payable in local currency is set forth in the SC.

6.3 Payment for the purposes of determining the remuneration Additional due for additional services as may be agreed under Services Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.

6.5 Interest on
Delayed
Payment

Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. 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 .

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement Any dispute between the Parties as to matters

arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may 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.

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SECTION VIII SPECIAL CONDITIONS OF CONTRACT

The special Conditions of contract shall supplement the General Conditions of contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

- 4.1 The successful Tenderers MUST furnish the procuring Entity with a Performance Security of Ten Percent (10%) of the total Tender sum before signing the contract.
- 4.2 The commencement period will be immediately after the signing of the contract.
- 4.3 The applicable law will be Kenya Law.

SECTION IX. APPENDICES

APPENDIX A – DESCRIPTION OF THE SERVICES

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

APPENDIX B – REPORTING REQUIREMENTS

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C – KEY PERSONNEL AND SUBCONSULTANTS

List under: C-1 *Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel and staff-months for each.*

C-2 *List of approved Sub consultants (if already available); same information with respect to their Personnel as in C-1.*

APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – foreign currency portion:

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – local currency portion.

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX F – SERVICES AND FACILITIES PROVIDED BY THE CLIENT

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

FORM OF TENDER

Form of Tender (Note: Form of Tender to be submitted in the sealed Financial Proposal)

To: Date.
.....
.....

Name and address of procuring entity Tender No.....

Tender Name.....
.....
.....

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, I/we the undersigned, offer to provide **Consultancy Services for developing of framework of concurrent functions.** under this tender in conformity with the said Tender document for the sum of KShs.....

.....
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

- 2. We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.
- 3. We agree to abide by this Tender for a period of [number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
- 5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20_____

[Signature] [In the capacity of]
Duly authorized to sign tender for and on behalf of _____

Registration Data/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 applied 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/Supplier/Consultant

Location of business premises/Physical address.....

Plot No..... Street/Road

Postal Address Tel No. Fax Email

Nature of Business.....

Registration Certificate No./ID No./Certificate of Incorporation No.....

PIN No.....

Tax Compliance status

Business permit/License No.....

Maximum value of business which you can handle at any one time – Kshs.

Name of your bankers Branch

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full Age</p> <p>Business Name.....</p> <p>Nationality Country of origin County of Operation.....</p> <ul style="list-style-type: none"> • Citizenship details • 																								
	<p>Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 35%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 30%;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table> <p>Business contact information</p> <p>Tel No.....</p> <p>Email.....</p> <p style="text-align: center;"><i>(In case of more than two partners, kindly attach information required above)</i></p> <p>County of Operation.....</p>		Name	Nationality	Citizenship Details	Shares				1.	2.	3.	4.
	Name	Nationality	Citizenship Details																						
Shares																									
1.																						
2.																						
3.																						
4.																						

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company-

Nominal Kshs.

Issued Kshs.

Give details of all directors, shareholders and beneficial owners as follows:

	Name	Nationality	Citizenship Details
--	------	-------------	---------------------

Shares

1.....

2.....

3.....

4.....

5.....

Directors' contact information

Tel No.....

Email.....

(In case of more than one Director, kindly attach information required above)

County of Operation.....

Date Stamp/Seal...

.....Signature of Applicant

If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or Registration.

***Disclaimer**

The information provided above should be complete, accurate, adequate and reliable. Any false information will lead to disqualification of the bidder.

Anti-Corruption Declaration Commitment/ Pledge

(Sections 62 of the PPAD Act, 2015)

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact

Phone

E mail.....

Declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We.....

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No

for or in the subsequent performance of the contract if I/We am/are successful and I/We am/are not debarred from participating in procurement proceedings.

Authorized Signature.....

Name.....

Title of Signatory.....

TENDER-SECURING DECLARATION FORM

The Bidder shall complete in this Form in accordance with the instructions indicated Date: ----
----- (as day, month and year) of Bid Submission] Tender No.
----- [insert number of bidding process] To: -----
----[insert complete name of Purchaser] We, the undersigned, declare that: 1. We understand
that, according to your conditions, bids must be supported by a Bid- Securing Declaration. 2.
We accept that we will automatically be suspended from being eligible for bidding in any
contract with the Purchaser for the period of time of -----[insert number of months or
years]starting on -----[insert date],if we are in breach of our obligation(s) under
the bid conditions, because we – (a) Have withdrawn our Bid during the period of bid validity
specified by us in the Bidding Data Sheet; or (b) Having been notified of the acceptance of our
Bid by the Purchaser during the period of bid validity; (i) Fail or refuse to execute the Contract,
if required, or (ii) Fail or refuse to furnish the Performance Security, in accordance with the ITT.
3. We understand that this Bid Securing Declaration shall expire if we are not the successful
Bidder, upon the earlier of; (i) Our receipt of a copy of your notification of the name of the
successful Bidder; or (ii) Twenty-eight days after the expiration of our Tender. 4. We understand
that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint
Venture that submits the bid, and the Joint Venture has not been legally constituted at the time
of bidding, the Bid Securing Declaration shall be in the names of all future partners as named
in the letter of intent. Signed: ----- [insert signature of person whose name
and capacity are shown] in the capacity of [insert legal capacity of person signing the Bid
Securing Declaration] Name: [insert complete name of person signing the Bid Securing
Declaration] Duly authorized to sign the bid for and on behalf of: [insert complete name of
Bidder] Dated on day of,..... [Insert date of signing]

TENDER SECURITY FORM

Whereas [name of the tenderer]
(hereinafter called “the tenderer”) has submitted its tender dated [date of
submission of tender] for the supply, installation and commissioning of[name
and/or description of the equipment] (hereinafter called “the Tender”)
..... KNOW ALL PEOPLE by these presents that WE
..... of having our registered office at
..... (hereinafter called “the Bank”), are bound unto [name of
Procuring entity] (hereinafter called “the Procuring entity”) in the sum of for
which payment well and truly to be made to the said Procuring entity, the Bank binds itself,
its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank
this _____ day of _____ 20 _____.

THE CONDITIONS of this obligation are:-

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
(a) fails or refuses to execute the Contract Form, if required; or
(b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank] _____
(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

WHEREAS [name of tenderer] (hereinafter called “the tenderer”)
has undertaken , in pursuance of Contract No. _____ [reference number of the
contract] dated _____ 20 _____ to _____ supply
..... [description of goods] (hereinafter called “the
Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you
with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with
the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the
tenderer, up to a total of [amount of the guarantee in words and figure] and we
undertake to pay you, upon your first written demand declaring the tenderer to be in default under the
Contract and without cavil or argument, any sum or sums within the limits of
[amount of guarantee] as aforesaid, without you needing to prove or to show grounds or reasons for
your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW
BOARD

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

BETWEEN

.....

APPLICANT

AND

.....

RESPONDENT

(Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity) of

.....dated the...day of20.....in the matter of Tender Noof20...

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 of

.....20.....

SIGNED
Board Secretary