

PUBLIC PROCUREMENT OVERSIGHT AUTHORITY

Transforming Procurement



REQUEST FOR PROPOSAL

DOCUMENT

FOR

**CONSULTING SERVICES FOR CONDUCTING
PROCUREMENT REVIEWS / AUDITS IN
SELECTED PUBLIC PROCURING ENTITIES**

RFP NO. PPOA /005/ 2013 – 2014

RFP SUBMISSION DEADLINE: FRIDAY, 13TH JUNE 2014 AT 10.00 A.M.

10TH FLOOR, NATIONAL BANK BUILDING

HARAMBEE AVENUE

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1 SECTION I - LETTER OF INVITATION



PUBLIC PROCUREMENT OVERSIGHT AUTHORITY
Transforming Procurement

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P.O. Box 58535-00200
NAIROBI
KENYA

Date: 30th May, 2014

When replying please quote:
RFP NO. PPOA/005/2013-2014

RE: RFP NO. PPOA/005/2013-2014 FOR CONSULTING SERVICES FOR CONDUCTING PROCUREMENT REVIEWS/AUDITS IN SELECTED PUBLIC PROCURING ENTITIES

The Public Procurement Oversight Authority is in the process of sourcing for firms to partner with in providing the above referred services. In this regard, PPOA invites proposals from interested firms to provide the said services.

You may obtain further information, inspect and obtain tender documents at the Procurement office, Public Procurement Oversight Authority, 10th Floor, National Bank Building, Harambee Avenue, during normal working hours. Tenders must be accompanied by a Tender Security 1.5% of the quoted amount in form of a guarantee from a reputable bank or from an insurance company approved by PPOA payable to the Director-General, Public Procurement Oversight Authority. Rates quoted should be net inclusive of all taxes, must be in Kenya Shillings and should remain valid for 90 days after the date of tender opening. The request for proposals (RFP) includes the following documents: Section I - Letter of invitation; Section II – scope of the services, essential duties and responsibilities and Section III - Terms of Reference; Section IV - Technical proposals; Section V - Financial proposal; Section VI - Standard Contract Form, Notification of Award Form, Confidential Business Questionnaire, Format of Tender Security Instrument, and Form RBL.

Those who wish to obtain hard copies from PPOA may do so by paying Kshs. 1,000.00 through the A/C Name: Public Procurement Oversight Authority, Bank: National Bank of Kenya, Branch: NBK Building, Harambee Avenue, A/C No: 01003006585400; and attach a copy of receipt for the purchase of the Tender Document. Alternatively, the document may be downloaded for free from the PPOA websites by visiting www.ppoa.go.ke/tenders or www.tenders.go.ke. Completed tender documents MUST be enclosed in plain sealed envelopes, marked with the tender number and name as follows: CONSULTING SERVICES FOR CONDUCTING PROCUREMENT REVIEWS/AUDITS IN SELECTED PUBLIC PROCURING ENTITIES: RFP NO. PPOA/005/2013-2014, and be deposited in the tender box provided at PPOA Offices, 10th floor, National Bank Building, Harambee Avenue, Nairobi or be addressed to: The Director-General, Public Procurement Oversight Authority, P. O. Box 58535 – 00200, NAIROBI so as to be received on or before Friday, 13th June 2014 at 10.00 a.m. Tenders will be opened immediately thereafter in the presence of the tenderers' representatives who choose to attend the opening at the Board Room, 10th floor, National Bank Building, Harambee Avenue.

CHARLES M. KAMANDE
For: DIRECTOR-GENERAL

SECTION II – INFORMATION TO CONSULTANTS (ITC)

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SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Client named in the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale of fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liase 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 price to be charged for the RFP document shall not exceed Kshs.5,000/=
- 2.1.8 The procuring entity shall allow the tenderer to review the RFP 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 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 120 days after the closing/opening 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 authorised 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 indicated in the Appendix to information to consultants.

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.

Clause Reference

2.1.1 The name of the Client is: ***The Public Procurement Oversight Authority***

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

2.1.2 Technical and Financial Proposals are requested: ***Yes*** ***No***

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

Consulting Services for Conducting Procurement Reviews/Audits in Selected Public Procuring Entities.

2.1.3 A pre-proposal conference will be held: ***YES, ON THURSDAY 5TH JUNE, 2014 AT 10.00 A.M. IN THE 11TH FLOOR BOARD ROOM, NATIONAL BANK BUILDING, HARAMBEE AVENUE.***

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

Mr. P. K. Ndungu
Manager, Compliance Department
National Bank Building, 11th Floor
P. O. Box 58535-00200
NAIROBI

Tel: +254 (020) 3244000
Facsimile: +254 (020) 2213105, 3244377, 3244277
E-mail: info@ppoa.go.ke

2.1.4 The Client will provide the following inputs:

- a) To provide contact names, addresses and phone numbers of nominated Procuring Entities.
- b) To provide copies of review/audit manual; Public Procurement Disposal Act, 2005, and Attendant Regulations; standard tender documents; relevant circulars and directives and other documents and information required; and
- c) To provide, to the consultant, any assistance that may be required during the course of execution of the contract.

- d) Nominate a liason officer who will maintain regular contact with the consultants on matters regarding this consultancy
- e) Provide a summary of procurement proceedings during the target period
- f) Provide the template/format to be used to develop the report

2.1.7 Price Charged for RFP Document: **Kshs. 1,000.00**

2.2.1 Consultants may request a clarification of any of the RFP documents only up to five [5] days before the proposal submission date.

2.3.3 The estimated number of professional staff months required for the assignment is; **20 working days per procuring entity**

Minimum experience requirements for proposed professional staff are in the Terms of Reference – Section V

2.3.4 Training is a specific component of this assignment: **No.**

2.3.4 **The tenderer shall submit one technical proposal that must:**

- **Give the names and CVs of one (1) lead consultant and four (4) associate consultants per cluster. A cluster is comprised of two (2) Procuring Entities as indicated in Section V – Terms of Reference.**
- **A tenderer bidding for more than one (1) cluster shall provide names and CVs of four different associate consultants in each cluster.**
- **A tenderer bidding for more than one (1) cluster may have one lead consultant.**
- **Tenderers may indicate cluster(s) of preference.**

2.4.1 **Consultants submitting proposals for more than one cluster shall submit separate financial proposals for each cluster and appropriately mark them.**

2.4.2 Taxes: **All applicable taxes to be included in the Financial Proposals**

2.5.2 Consultants must submit an original and **one (1 No.)** additional copy of the technical and financial proposal.

2.5.3 The proposal submission address is:
**The Director-General
Public Procurement Oversight Authority
National Bank Building
P. O. Box 58535-00200
NAIROBI**

**PROPOSALS TO BE DEPOSITED IN THE TENDER BOX ON 10TH FLOOR,
NATIONAL BANK BUILDING, HARAMBEE AVENUE.**

Information on the outer envelope should also include: **The address above and the Name Ref. No. and name. The financial proposals envelopes should in addition include the cluster number.**

2.5.4 Proposals must be submitted no later than the following date and time: **FRIDAY, 13TH JUNE, 2014 AT 10.00 A.M.**

2.6.1 The address to send information to the Client is:

**The Director-General
Public Procurement Oversight Authority
11th floor, National Bank Building, Harambee Avenue
P. O. Box 58538-00200
NAIROBI**

2.7.1 The Tender Processing Committee shall evaluate the proposals on the basis of their responsiveness to the Mandatory Requirements of the RFP and Terms of Reference, applying the evaluation criteria as follows:

A. Preliminary Evaluation Criteria (Mandatory Requirements)

The tenderer must:

- (i) Submit the required number of copies of both the technical and financial proposals
- (ii) Submit certificate of registration/incorporation
- (iii) Submit a valid tax compliance certificate
- (iv) Submit a dully filled Technical Proposal Submission Form, Financial Proposal Submission Form, Activity (Work) Schedule Form, Firm's References Form
- (v) Submit a bid bond/security of 1.5% of the total bid amount from a reputable bank or an insurance company approved by PPOA.
- (vi) Provide a declaration that they are not debarred from participating in Public Procurement.
- (vii) Provide a declaration that they will not engage in any corrupt practice
- (viii) Submit a joint venture agreement where applicable.

B. Technical Evaluation Criteria

	<u>Marks</u>
(i) Specific experience of the tenderer in two similar assignments (2.5 marks per assignment)	5
(ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference	
a) Technical approach and methodology	5
b) Work plan	5
c) Organization and staffing (provide a brief profile of the firm)	5
(iii) Qualifications and experience of the key staff for the assignment (Must attach copies of CVs and certificates as proof).	

Lead consultant **20**

Shall have a degree in Procurement, Commerce Economics, Business Administration, Education, Law or a relevant field from a recognized university and shall be a member of a relevant professional body to qualify for further evaluation as a Lead Consultant.

- a) Experience as a practitioner either in procurement, procurement audit / review or quality audits in supply chain management (1 mark per year of experience up to a maximum of 10)
- b) A master's degree in a relevant field from a recognized university. (2 marks)
- c) A Diploma in Supplies Management or auditing. (3 marks)
- d) Demonstrate knowledge of the Public Procurement and Disposal Act, 2005 and attendant Regulations. (5 marks)

Associate Consultants

NB: As indicated above, a cluster shall have four consultants, two associate consultants per entity in the cluster (a team). Therefore, a tenderer **shall** provide two teams per cluster with two associate consultants. The two associate consultants in each team, shall have qualifications as follows:

Associate Consultants 1

Max 15 Marks

Shall have a degree in Procurement, Commerce Economics, Business Administration, Education, Law or a relevant field from a recognized university, and Diploma in Supplies Management and shall be a member of a Supply Chain Management professional body to qualify for further evaluation as an Associate Consultant 1.

- a) Experience as a practitioner in public procurement, public procurement audit / review or quality audits in public procurement (1 mark per year of experience up to a maximum of 10 Marks).
- b) A master's degree in a relevant field from a recognized university (5 marks).

Associate Consultants 2

Max 15 Marks

Shall have a degree in Procurement, Commerce Economics, Business Administration, Education, Law or a relevant field from a recognized university and shall be a member of a professional body to qualify for further evaluation as an Associate Consultant 2.

- a) Experience as a practitioner in procurement, finance, accounting or auditing (1 Mark per year of experience up to a maximum of 10 Marks).
- b) A master's degree in a relevant field from a recognized university will be an added advantage (5 Marks).

NB: The four Associate Consultants in a cluster as indicated above (two teams) shall have a total of 60 Marks.

GRAND TOTAL

100 Marks

NB:

- The minimum technical score required to qualify for financial evaluation shall be **70 Marks**.
- **An Associate consultant shall not be proposed by more than one tenderer. Where this is discovered, the tenderers shall be disqualified for the cluster(s) in which that consultant(s) is proposed. Where a lead consultant is proposed by more than one tenderer, the tenderers proposing that lead consultant shall all be disqualified.**

C. Financial Evaluation Criteria.

The financial bid of each tenderer shall be examined for errors that shall be corrected as indicated in Clause

2.8.1 The opening date of the financial proposal shall be the date indicated in the notification letter.

2.8.5 Alternative formulae for determining the financial scores is the following: N/A

THE COMBINED TECHNICAL AND FINANCIAL SCORES SHALL BE DETERMINED USING THE FORMULA IN CLAUSE 2.8.5. THE WEIGHTS GIVEN TO THE TECHNICAL AND FINANCIAL PROPOSALS ARE:

$$T= 0.70$$

$$P= 0.30$$

THE WINNING BIDDERS MAY BE INVITED BY THE AUTHORITY FOR NEGOTIATIONS.

2.9.2 The assignment is expected to commence on: **within 5 working days after the entry meeting.**

2.10 Award Criteria:

- **The tenderer with the highest combined technical and financial scores in a cluster shall be awarded the contract.**
- **Tenderers shall not be awarded more than two clusters.**
- **The tenderer may indicate the preferred cluster(s) of choice which may be considered for award.**
- **A tenderer shall not change the Lead and Associate Consultants that are evaluated and awarded the contract(s) unless approved by PPOA. Failure to this shall lead to termination of the contract(s).**

SECTION III - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

- 3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.
- 3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.
- 3.4 Consultants should not apply to Review/Audit Procuring Entities which they have had previous dealings in the last 2 years, which may be seen as conflict of interest. If conflict of interest is discovered termination of contract will suffice.

SECTION III- TECHNICAL PROPOSAL

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1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

To: _____ [*Name and address of Client*]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for _____
_____ [*Title of consulting services/ specify the cluster*] 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 [*specify cluster*]

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:

[Original signature of staff member]

_____ Date;

[Original signature of authorised representative of the firm]

Full name of staff member:

Full name of authorized representative:

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

[1st, 2nd, etc., are weeks from the start of assignment)

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

(b). Completion and Submission of Reports

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

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

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

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

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1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

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

(_____)

[Amount in words and figures] inclusive of the taxes.

We remain,

Yours sincerely,

_____ *[Authorized Signature]*

:

_____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]*

_____ *[Address]*

2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		

2(b). SUMMARY OF COSTS PER ENTITY IN A CLUSTER

Cluster	Procuring Entities	Amount
	(1) _____	_____
	(2) _____	_____
	(3) _____	_____
	(4) _____	_____
	Total amount of Financial Proposal	

3. BREAKDOWN OF COSTS BY ACTIVITY¹

Group of Activities (Phase): ² _____	Description: ³ _____
Cost component	Costs (Kshs)
Remuneration ⁵	
Subtotals	

- 1 Form No.3 (Breakdown of Costs by Activity) shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form for each group of activities. The sum of the relevant Subtotals of all Forms No.3 provided must coincide with the Total Costs of Financial Proposal indicated in Form No.2 (Summary Of Costs).
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form No.8 (Activity (Work) Schedule) above.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Remuneration Expenses must respectively coincide with relevant Total Costs indicated in Form No.4 (Breakdown of Remuneration per activity).

4. BREAKDOWN OF REMUNERATION PER ACTIVITY¹

Group of Activities (Phase): _____				
Name ²	Position ³	Staff-month Rate ⁴	Input ⁵ (Staff-months)	Kshs. ⁶
Foreign Staff				
		[Home]		
		[Field]		
Local Staff				
		[Home]		
		[Field]		
Total Costs				

- 1 Form No.4 (Breakdown of Remuneration per activity) shall be filled for each of the Forms No.3 (Breakdown of Costs by Activity) provided.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of Professional Staff shall coincide with the ones indicated in Form No.5 (Team Composition and Task Assignments) above.
- 4 Indicate separately staff-month rate and currency for home and field work.
- 5 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
- 6 For each staff indicate the remuneration, separately for home and field work. Remuneration = Staff-month Rate x Input.

SECTION V - TERMS OF REFERENCE

1. BACKGROUND INFORMATION

The Public Procurement System in Kenya has been improved from a crude system with no regulations in the 1960s, through a system regulated by Treasury Circulars in the 1970s, 80s and 90s and to an orderly legally regulated procurement system since March, 2001 with the establishment of the Exchequer and Audit (Public Procurement) Regulations. Nevertheless, these regulations notwithstanding, the Public Procurement System continued to face eminent and persistent challenges. There was thus need to put in place a law that would deal with the various challenges facing our procurement system in a well-structured manner. A major milestone was achieved in this area with the enactment of the Public Procurement and Disposal Act, 2005. The Public Procurement and Disposal Act, 2005 became operational with the gazettment of the Regulations 2006 on 1st January, 2007 creating the Public Procurement Oversight Authority (PPOA) mandated among other functions to monitor the procurement system and report on its overall functioning and recommend areas of improvement. To this end, the Authority intends to carry out a Procurement review of the current status of Kenya's procurement system in order to establish the state of compliance with new procurement law circulars and directives issued by the Authority; and develop capacity building framework to enhance compliance. The PPOA therefore intends to procure consultancy firms to carry out procurement audits/reviews.

2. OBJECTIVES OF THE ASSIGNMENT

The purpose of this consultancy is to conduct a thorough review of the practices and procedures within the selected Procuring Entities for the procurement of goods, works and services against the Public Procurement and Disposal Act, 2005 and Regulations, 2006; circulars and any of the directives issued by PPOA. Specifically, the firm will:-

- (i) examine and establish the degree of compliance to applicable procurement procedures and Public Procurement and Disposal Act, 2005 and Regulations, 2006; Circulars and any of the directives issued by PPOA, and
- (ii) Propose recommendations for remedial measures against weaknesses identified, institutional arrangements, and/or irregularities in procurement practices, and capacity.

3. SCOPE OF THE PROCUREMENT AUDIT/REVIEW

The Procurement Audit consultancy firm will conduct a thorough review of Procuring Entities that have been selected. It will include verifying whether the procurement and contracting processes comply with the Public Procurement and Disposal Act, 2005 and its accompanying Regulations, Manuals and directives issued by PPOA. For some of the contracts selected, and as appropriate, project sites will be visited to make physical

inspections of quality and quantity of goods, works and services procured. The reviews will cover procurements from 1st July, 2010 to 30th June, 2011.

The scope of work will specifically include:

- i). Reviewing contract administration and management;
- ii). Reviewing the capacity of implementing agencies in handling procurement efficiently, comment on the quality of procurement and contracting; and identify reasons for delays, if any;
- iii). Determining whether adequate systems are in place for procurement planning, implementation and monitoring and documentation are maintained as per required standards;
- iv). Determining whether the required institutional arrangement is in place;
- v). Confirming that all necessary supporting documents, records and reports are kept in respect of all relevant procurements;
- vi). Comparing and rating cost of key items across the various Procuring Entities with prevailing market prices.
- vii). Verifying whether Goods, Works and Consulting Services contracted were supplied/completed according to the required specifications and technical standards;
- viii). Verifying whether there has been any disagreement, either between the Accounting Officer and the Tender Committee, or between the Tender Committee and the Procurement Unit; and how such disagreements were handled and eventually disposed of;
- ix). Verifying whether there are any reasons given for direct procurements. Indicate whether these reasons would suffice (are genuine) as provided for in the Act, Regulations and Guidelines;
- x). Verifying whether the firms awarded contracts are registered with the Registrar of companies, and who are their Directors;
- xi). Verifying whether there are any cases where a member of the PE, involved in the procurement and disposal process, has ever declared his/her interest in any contract, to avoid conflict of interest; and whether such a member's interest was eventually awarded the contract, or not;
- xii). Preparing a report on the findings of the procurement audit in conformity with the PPOA Procurement Review Manual and the template provided; and

- xiii). Providing recommendations that will remedy any weaknesses identified by the audits.

4. KEY DELIVERABLES/ EXPECTED OUTPUTS

Outputs arising out of this assignment shall comprise of an inception Report, a progress report at intervals and a Final Procurement Review report.

- i). Inception/ initial report that details how the firm intends to carry out the work i.e. the activities to be performed on a weekly basis, for the duration of the consultancy. The inception report should be delivered within one week of contract signing.
- ii). The Draft and final Reports will comprise of :
- Summary of findings and recommendations
 - Objectives and Terms of Reference
 - Scope, approach and review sample
 - Findings on matters relating to:
 - ✓ Procedures, process and documentation for procurement and contracting (all procurement financed by Government, partners and other donor agents)
 - ✓ Compliance with the procurement law
 - ✓ Existing Capacity of implementing agencies
 - ✓ Specifications, standards and prices on specific contracts
 - ✓ Physical verification
 - ✓ Organizational issues in relation to the provisions of the Public Procurement Disposal Act, 2005 and Regulations, 2006.
 - ✓ Degree of compliance with financing agreements and the joint financing agreement
 - ✓ Wide spread use of procurement manuals in the use at various level's
 - ✓ Identified areas of weakness in procurement systems and recommendation on controls and improvements

The output of the assignment is to be submitted as follows:-

- a) Inception report ten (5) hard copies and one CD
- b) Midterm reports ten (5) hard copies and one CD
- c) Completion report ten (5) hard copies and three (3) CDs

5. ESSENTIAL DUTIES AND RESPONSIBILITIES OF THE CLIENT

- a) To provide contact names, addresses and phone numbers of nominated Procuring Entities.
- b) To provide copies of review/audit manual; Public Procurement Disposal Act, 2005, and Regulations, 2006; standard tender documents; relevant circulars and directives and other documents and information required; and
- c) To provide, to the consultant, any assistance that may be required during the course of execution of the contract.
- d) Nominate a liason officer who will maintain regular contact with the consultants on matters regarding this consultancy
- e) Provide a summary of procurement proceedings during the target period
- f) Provide the template/format to be used to develop the report

6. ESSENTIAL DUTIES AND RESPONSIBILITIES OF THE CONSULTANCY FIRM

- a) The firm must provide its own work facilities, equipment, supplies and support staff to to carry out the assignment and provide the services required.
- b) To ensure that there is a high quality of service rendered
- c) To liaise with the PPOA on a regular basis in order to report progress.
- d) To communicate, in writing, to PPOA any issues and/or concerns that have been raised by PEs in the course of carrying out the assignment, or thereafter.
- e) To produce a final report acceptable to the PPOA. The reports must be in conformity with the template and review manual provided by the client

7. TIME SCHEDULES

The assignment is expected to take 20 days for each procuring entity

8. COMPETENCE AND EXPERTISE REQUIREMENTS

8.1 The firm should have experience in similar assignments and provide information of at least two similar assignments undertaken.

8.2 Personnel Information

The term “Lead Consultant” refers to the lead and most senior consultant to provide direct services to PPOA. The term “Associate Consultants” refers to assistant consultants that will support the lead consultant in providing direct services to PPOA.

8.2.1 Lead Consultant

The Lead Consultant performing the services under the engagement should meet the requirements as indicated in the Appendix to information to consultants.

8.2.2 Associate Consultants

The Associate Consultants performing the services under the engagement should meet the requirements as indicated in the Appendix to information to consultants.

8.3 Firms are encouraged to enter into joint ventures to enable them have the requisite expertise to perform the assignment.

8.4 At least one Associate Consultant in the team must be a procurement professional.

9.0 TERMS OF PAYMENT

The Consultant will be paid 10% of the Consultancy fee on the commencement date against the submission of a Bank guarantee of the same amount. 40% of the lump-sum will be paid against submission of acceptable draft review reports and the remaining 50% upon presentation of the final report.

10. SELECTED CLUSTERS OF PROCURING ENTITIES TO BE REVIEWED/AUDITED

10.1. CLUSTER 1

1. Kenya Power
2. Kenya Wildlife Services

10.2. CLUSTER 2

1. KENGEN
2. Kenya Sugar Board

10.3. CLUSTER 3

1. New KCC
2. Kenya National Library Services

10.4. CLUSTER 4

1. Moi Teaching & Referral Hospital
2. Moi University

SECTION VI - STANDARD FORM OF CONTRACT

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

CONTRACT

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

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

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

3. Payment

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

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

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

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

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

Kshs _____ Total

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

4. Project Administration

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

B. Reports.

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

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality

The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client’s business or operations without the prior written consent of the Client.

7. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. Consultant Not to be Engaged in certain Activities

The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

9. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

10. Assignment

The Consultant shall not assign this Contract or sub-contract any portion of it without the Client’s prior written consent.

11. Law Governing Contract and Language

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

**12. Dispute
Resolution**

Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

FOR THE CLIENT

FOR THE CONSULTANT

Full name; _____

Full name; _____

Title: _____

Title: _____

Signature; _____

Signature; _____

Date; _____

Date; _____

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

I. 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

Location of Business Premises

Plot No, Street/Road

Postal address Tel No.

Fax Email

Nature of Business

Registration Certificate No.

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

Name of your bankers

.....

Branch

Part 2 (a) – Sole Proprietor

Your name in full.....Age.....

Nationality.....Country of Origin.....

Citizenship details

.....

Part 2 (b) – Partnership

Given details of partners as follows

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.

Given details of all directors as follows

Name	Nationality	Citizenship details	Shares
1.
2.
3.
4.

Date.....Signature of Candidate.....

FORMAT OF TENDER SECURITY INSTRUMENT

Whereas
[Name of the tenderer] (hereinafter called "the tenderer") has submitted its tender dated [Date of submission of tender] for the
..... [Name and/or description of the tender] (hereinafter called "the Tender")

KNOW ALL PEOPLE by these presents that WE [Name of Insurance Company] having our registered office at (hereinafter called "the Guarantor"), are bound unto PUBLIC PROCUREMENT OVERSIGHT AUTHORITY (hereinafter called "the Procuring Entity") in the sum of KSHS. 50,000.00 for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this ____day of _____ 20 __.

THE CONDITIONS of this obligation are:

- 1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or
- 2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, 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 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 Guarantor not later than the said date.

[Date]
Guarantor]

[Signature of the

[Witness]

[Seal]

FORM RB 1

**REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

-

- 1.
 - 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED

Board Secretary