

REPUBLIC OF KENYA



**COUNTY GOVERNMENT OF KIRINYAGA
P.O BOX 260-10304,
KUTUS.**

OPEN TENDER

FOR

REQUEST FOR PROPOSALS (RFP)

(SELECTION OF INDIVIDUAL PROFESSIONAL CONSULTANTS)

**REQUEST FOR PROPOSAL FOR PROVISION OF CONSULTANCY SERVICES
FOR WEZESHA PROGRAMME**

TENDER NEGOTIATION NO: OT-71553/2018-2019

CLOSING DATE: FRIDAY 1ST MARCH, 2019 AT 2.00PM

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INTRODUCTION

1. This standard Request for Proposals for selection of individual professional consultants has been prepared for use by public entities in Kenya. It has been found necessary for selection of individual consultants who are also regulated by their professional institutions or associations as opposed to selection of consultants who could be either individuals or body corporate.
2. This Request for proposals will be used for open tendering, restricted tendering or request for proposals.
3. The general conditions of contract in the Standard Contract Form should not be modified and instead the special conditions of the contract may where necessary be modified by the procuring entity, for use, to reflect the unique circumstances of the particular assignment.

SECTION I - LETTER OF INVITATION

TENDER NEGOTIATION NO: OT-71553/2018-2019

TENDER NAME: REQUEST FOR PROPOSAL FOR PROVISION OF CONSULTANCY SERVICES FOR WEZESHA PROGRAMME

- 1.1 The **County Government of Kirinyaga** invites sealed bids from eligible candidates for Request for Proposal for Provision of Consultancy Services for Wezesha Programme
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at **County Secretary's Office, County Government of Kirinyaga P.O Box 260 - 10304, Kutus** during normal working hours.
- 1.3 A complete set of tender documents may be obtained by interested bidders from the National Treasury Supplier Portal website <http://supplier.treasury.go.ke> or the County website www.kirinyaga.go.ke. Bidders who download the documents from the website **MUST** forward their particulars (Name, contacts, physical address and the tender no./ description) immediately for recording and any further clarifications and addenda to procurement@kirinyaga.go.ke
- 1.4 Tenders to be submitted both online and manually vide **IFMIS SUPPLIER PORTAL:** supplier.treasury.go.ke and the hard copy as per the time and place provided under Instructions to Tenderers
- 1.5 Tender must be accompanied by duly Filled, Signed and Stamped Tender Securing Declaration Form.
- 1.6 The tenderers are required to submit one (1 No.) original and two (2No.) copy of the bid document and each page of the bid submitted should be duly serialized/paginated, well bound and intact.
- 1.7 Complete tender documents, enclosed in plain sealed envelopes marked with Tender Number/Tender Description Reference shall be addressed to;

**The County Secretary & Head of Public Service,
County Headquarters,
P.O Box 260 – 10304,
Kutus.**

So as to be received on or before **CLOSING DATE: FRIDAY 1ST MARCH, 2019 AT 2.00PM**

- 1.8 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for **(120)** days from the closing date of the tender.
- 1.9 Tenders will be opened immediately thereafter in the presence of the bidders or their representatives who choose to attend at **The County Headquarters, 3rd floor, Conference room.**
- 1.10 Late bids **SHALL NOT** be accepted.

Head Supply Chain Management

For COUNTY SECRETARY

SECTION II - INFORMATION TO CONSULTANTS

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SECTION II - INFORMATION TO CONSULTANTS

2.1 Introduction

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

2.2 Clarification and amendment to the RFP documents

- 2.2.1 Individual consultant may request clarification of any of the RFP documents not later than Seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to the procuring entity's address indicated in the special conditions of contract. The procuring entity will respond by post, fax or email to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all individual consultants invited to submit proposals.
- 2.2.2 At any time before the deadline for submission of the proposals, the procuring entity may for any reason, either at its own initiative or in response to a clarification requested by an intended individual consultant amend the RFP. Any amendment shall be issued in writing, fax or email to all invited individual consultants and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the proposals.
- 2.2.3 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 2.2.4 The procuring entity shall reply to and clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.3 Preparation of proposals

- 2.3.1 The individual consultant's proposal shall be written in English language.
- 2.3.2 In preparing the Technical proposal, the individual consultants are expected to examine the documents consisting the RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 2.3.3 While preparing the Technical proposal, the individual consultant must give particulars attention to the following:
- (a) If an individual consultant considers that he/she does not have all the expertise required for the assignment he/she may suggest in the proposals other individual(s) who will assist in the assignment but they will not be party to the contract for the purpose of the

- performance of the assignment. An individual consultant will not propose other individual consultants invited to submit proposals for the assignment. Any individual consultant in contravention of this requirement shall automatically be disqualified.
- (b) For all the staff who will be involved in the exercise of the proposals to consultant must indicate their responsibility in the assignment and also the staff time as necessary.
 - (c) The curriculum vitae (CV) of the staff proposed must be submitted with the proposal.

2.3.4 The Technical proposal shall provide the following information;

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

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

2.4 **Financial proposal**

2.4.1 In preparing the financial proposal, the individual consultants are expected to take into account the time required in completing the assignment as outlined in the RFP documents. The financial proposal will therefore be quoted in fees per day or month. The financial proposal may also include other costs as necessary, which will be considered as reimbursable.

2.4.2 The Financial proposal should include the payable taxes.

2.4.3 The fees shall be expressed in Kenya Shillings.

2.4.4 The Financial proposal must remain valid for 90 days after the submission date. During this period the individual consultant is expected to keep available at his own cost any staff proposed for the assignment. The procuring entity will make best efforts to complete negotiations

within this period. If the procuring entity wishes to extend the validity period of the proposals, the consultants who do not agree, have the right not to extend the validity of their proposals.

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

2.5 Submission, Receipt and opening of proposals

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

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

2.5.3 The original and all copies of the Technical proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL", and the original and all copies of the financial proposal in a sealed envelope duly marked "FINANCIAL PROPOSAL". Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring entities address and other information indicated in the appendix to the instructions to consultants and clearly marked "DO NOT OPEN before **Friday, 1st March 2019 at 11.00 am.**

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

2.5.5 After the deadline for submission of proposals the outer envelope and the technical proposals shall be opened immediately by the opening committee. The financial proposals shall be marked with the individual consultants number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in the custody of

a responsible officer of the procuring entity up to the time set for opening them.

2.6 Evaluation of the Proposal (General)

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

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

2.7 Evaluation of Technical Proposals

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

	Points
(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)	<u>(0-10)</u> Total Points 100

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

2.7.3 Each responsive proposal will be given a technical score (ST). any technical proposal which fails to achieve the total minimum score indicated in the appendix to the information to tenderers shall be

rejected at this stage and will not proceed to the next stage of evaluation. The respective financial proposal will be returned to the individual consultant unopened.

2.8 Opening and Evaluation of Financial Proposals

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

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

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

$S_f = 100 \times \frac{f_m}{f}$ where S_f is the financial score F_m is the lowest fees quoted and F is the fees of the proposal under consideration.

The lowest fees quoted will be allocated the maximum score of 100

2.8.4 The individual consultant's proposals will be ranked according to their combined technical score (st) and financial score (sf) using the weights indicated in the appendix to the instructions to consultants. Unless otherwise stated in the appendix to the instructions to consultants the formulae for the combined scores shall be as follows;

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

Where

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

St is the technical score and Sf is the financial score

T is the weight given to the technical proposal and P is the weight given to the financial proposal

Note $P + T$ will be equal to 100%

The individual consultant achieving the highest combined technical and financial score will be invited for negotiations.

2.9 Negotiations

2.9.1 Negotiations will be held at the same address indicated in the appendix to the information to consultants. The purpose of the negotiations is for the procuring entity and the individual consultant to reach agreements on all points regarding the assignment and sign a contract.

2.9.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the individual consultant to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.

2.9.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the individual consultant whose proposal achieved the second highest score to negotiate a contract.

2.10 Award of Contract

2.10.1 The contract will be awarded before commencement of negotiations. After negotiations are completed the procuring entity will promptly notify the other individual consultants that they were unsuccessful and return the financial proposals of the individual consultants who did not pass technical evaluation.

2.10.2 The selected individual consultant is expected to commence the assignment on the date indicated in the appendix to the information to consultants or any other date agreed with the procuring entity.

2.11 Confidentiality

2.11.1 Information relating to evaluation of proposals and recommendations of contract award shall not be disclosed to the individual consultants who

submitted the proposal or to other persons not officially concerned with the process, until the winning individual consultant has been notified that he/she has been awarded the contract.

SECTION III - TERMS OF REFERENCE (TOR)

Background

The County Government of Kirinyaga (CGK) has embarked on the design of a socio-economic approach to development called Wezesha as part of 'The Mountain Cities Blueprint 2032' (MCBP 2032) which has as its goal as 'Transforming and Dignifying Lives'. The success of the development approach is hinged on effective policy development, implementation, monitoring and evaluation. The policy space includes the application of market-enabling measures, sustainability protocols associated with agricultural production, agri-business development, private sector development and socio-economic development as a part of an integrated urban development policy. In order for Wezesha to succeed it requires a whole of government approach aimed at the development of more formal platforms to facilitate regular horizontal policy dialogues within and across the public service. Other challenges that Wezesha seeks to address include the paucity of capacity in policy development, lack of data and the elongated time scaling in the policy development process.

In establishing a framework for Wezesha, the CGK has established the Kirinyaga Investment and Development Authority (KIDA) as a County Corporation that seeks to among other functions prepare and formulate a comprehensive Trade, Industry & Market Access Initiative (TIMA) by July 2019. This plan will incorporate among other programs the County's implementation of the National Agricultural and Rural Inclusive Growth Project (NARIGP).

Purpose of the Sessional Paper

Scope of Work

The consultant will support Kirinyaga County in the conceptualization and roll-out of the Wezesha Programme. Wezesha is a multi-sectoral integrated social transformation and economic empowerment agenda, which is being implemented through a whole of Government approach that seeks to bring all critical resources to bear in a coordinated framework to deliver economic inclusion and empowerment of women and youth:

Specifically, the consultant will undertake the following tasks:

1. Develop the Wezesha Policy
2. Develop the Wezesha Framework which will include:

- The Capacity Building Framework
 - The Social Transformation Framework
 - The Economic Empowerment Framework
 - The Wezesha Business Process
 - Monitoring and Evaluation Framework
3. Support the departments of Agriculture, Trade and Industry, Gender & Youth and Environment in analyzing potential Wezesha projects in the respective sectors.
 4. Support the above departments in developing a business process and workplan for the respective projects.
 5. Support the roll-out of already identified Wezesha projects (Dairy, Poultry, Horticulture, Macadamia, Avocado, Apiary, Apparel, Animal Feeds, Waste Management), through a sequenced, full cycle value chain development approach.
 6. Support the establishment of the Wezesha Secretariat, by ensuring it has human resources capacities that are fit for purpose.
 7. Mentor and hand hold the secretariat team; to ensure they can effectively implement Wezesha scale out in the medium term.

Required Experience and Qualifications

1. Possess a Master's Degree In Economics, Planning, International Relations, or any other related discipline.
2. Has had at least eight (8) years of professional experience as a policy advisor or a technical advisor in Social Development and Economic Policy in Government or Multilateral International Development Organizations.
3. Experience in support of a Government Entity at policy advisory and programme implementation.
4. At least 8 years' experience in the area of public policy or a related field, of which a minimum of 5 years in policy development in the areas of development policy or private sector development at senior level.
5. A demonstrated ability to analyze, strategy development, design and implement well written and researched program plans.

6. Working experience in designing and implementing economic policy, development programmes and public-sector reform programs at large.
7. Strong track record in results-based management is vital (setting targets, monitoring delivery, planning);
8. The consultants will be required to be well versed with public private partnership legal frameworks and models, should preferably have experience with coordinating local, regional and international stakeholders.
9. Experience in the development of policy instruments, data collection and analysis. [SEP]
10. Understanding of decentralization and in particular Kenya's devolved system of Government.
11. Experience in planning and coordinating capacity building programmes would be an asset.
12. Strong presentation, facilitation and report writing skills. [SEP]
13. A track record in developing business processes and business performance management frameworks.
14. The Consultant **MUST** attach a valid Tax Compliance Certificate failure to which will lead to Disqualification at the Preliminary Evaluation.

Duration of the Assignment

The proposed assignment will start in March 2019 and end in November 2019, covering a total of approximate 250 working days.

Project related Expenses

All project related costs associated with undertaking the said assignment, including transport to and within the duty station, communication, off site accommodation, printing, meeting costs and any other associated expenses shall be borne by the County.

EVALUATION CRITERIA

S/No	TECHNICAL EVALUATION CRITERIA		Total Mks
	Specific experience of the consultant related to the assignment		
1	List of (5) Clients (Government Ministries, County Governments, State Corporations, NGOs etc) in the last five (5) years (2 marks each). Attach Documentary Evidence (Contracts, LSO or Completion letter/Reports)		10
	Adequacy of the proposed work plan and methodology in responding to the Terms of Reference		
3	Methodology and Work plan for undertaking the scope of work: The Consultant must illustrate the methodology and work plan (with appropriate Timelines) that will be used to carry out the assignments as described in the scope of service. Methodology – 20 Mks Workplan - 20 Mks		40
	Qualifications and competence of the key staff for the assignment		
5	Professional qualifications and experience of the Consultant	Post Graduate Degree in Economics, Finance, Business, International Relations, or any other related discipline (Attach Certified Copies of relevant Certificates) – 15 Points Relevant Experience At least 8 years’ experience in the area of policy management – below 5 years – 0 5 - 8 years – 10 Mks Above 8 Years – 15 Mks Relevant Experience At least 5 years’ experience in Government or Multilateral International Development organizations. – below 5 years – 0 Above 5 Years – 10 Mks	40
	Suitability to the transfer of Technology Programme (Training)		
7	Clear description of undertaking Knowledge Transfer (Training)		10
	Total		100

SECTION IV - TECHNICAL PROPOSAL (TP)

Notes on the Preparation of Technical Proposal

The technical proposal shall be prepared and submitted by the consultants.

It shall contain the following: -

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

(to be prepared by the consultant as appropriate)

SECTION V - FINANCIAL PROPOSAL (FP)

Notes on the Preparation Financial Proposal

The financial proposal shall be prepared and submitted by the consultants. It shall contain the following.

- (a) Submission letter indicating total fees
- (b) Summary of costs
- (c) Breakdown of fees per activity
- (d) Breakdown of reimbursable costs/expenses per activity
- (e) Miscellaneous expenses

(to be prepared by the consultant as appropriate)

SECTION VI - STANDARD CONTRACT FORM

INDIVIDUAL PROFESSIONAL CONSULTANTS
(small assignments)

The contract form shall be completed by the procuring entity after the award of the contract and negotiation of the contract. It will be signed by both parties pursuant to the information to consultants' clause 2.10.2

SECTION VI - STANDARD CONTRACT FORM

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 SD1

SELF DECLARATION FORMS (r 62)

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

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

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

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal
Officer/Director of (insert name of the Company)
who is a Bidder in respect of **Tender No.** for(insert
tender title/description) for(insert name of the Procuring entity) and
duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred
from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge,
information and belief.

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

Bidder Official Stamp

Note: This form MUST be filled, signed and submitted by all the bidders participating in
this tender. This is a mandatory requirement under the new Public Procurement Asset
and Disposal Act 2015 that came into effect on 7th January 2016

FORM SD2

SELF DECLARATION FORMS (r 62)

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

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

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

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

.....
(Title) (Signature) (Date)
Bidder's Official Stamp

Note: This form MUST be filled, signed and submitted by all the bidders participating in this tender. This is a mandatory requirement under the new Public Procurement Asset and Disposal Act 2015 that came into effect on 7th January 2016

1. STANDARD CONTRACT FORM

INDIVIDUAL PROFESSIONAL CONSULTANTS (small assignments)

**CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS**

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.)

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

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

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

Kshs _____ Total

C. Payment Conditions

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

4. Project Administration

A. Coordinator.

The Client designates _____ *[insert name]* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other

deliverables by the Client and for receiving and approving invoices for payment.

B. Reports.

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

5. Performance Standards

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

6. Confidentiality

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

7. Ownership of Material

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

8. Consultant Not to be Engaged in certain Activities

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

9. Insurance

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

10. Assignment

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

11. Law Governing Contract and Language

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

12. Dispute

Any dispute arising out of the Contract which cannot be

Resolution

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;_____

2. FORM RB 1 REQUEST FOR REVIEW FORM

**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.....of.....20...

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