

REPUBLIC OF KENYA



KILIFI COUNTY

**TENDER DOCUMENT FOR PROVISION OF
CONSULTANCY SERVICES FOR SITE PLANNING,
DETAILED DESIGN, BILLS OF QUANTITIES AND
CONSTRUCTION SUPERVISION FOR THE
PROPOSED KILIFI STADIUM FOR COUNTY
GOVERNMENT OF KILIFI**

TENDER NO. KCG/ GCSSS/001/2018/2019

OCTOBER, 2018

**KILIFI COUNTY
P.O.BOX 519-80108
KILIFI**

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INTRODUCTION

1. This Standard Request for Proposals (SRFP) has been prepared for use by public entities in Kenya in the procurement of consultancy services and selection of consultants.
2. The SRFP includes Standard form of Contract for Large Assignments and small assignment which are for lump sum or time based payments.
3. A separate SRFP has been provided for selection of individual professional consultants.
4. The General Conditions of Contract should not be modified and instead the Special Conditions of Contract should be used to reflect the unique circumstances of the particular assignment. Similarly the information to consultants should only be clarified or amended through the Appendix to information to Consultants.
5. This SRFP document shall be used where a shortlist of consultancy firms already exist or has been obtained through a shortlist after an advertisement of Expression of Interest for Consultancy required.

SECTION I: INVITATION TO TENDER

TO: M/S.....

Date _____

RE: CONSULTANCY SERVICES FOR SITE PLANNING, DETAILED DESIGN, BILLS OF QUANTITIES AND CONSTRUCTION SUPERVISION FOR THE PROPOSED KILIFI STADIUM FOR COUNTY GOVERNMENT OF KILIFI

The County Government of Kilifi invites proposals for the consultancy to construct a modern stadium with a capacity of 5000 persons. The project is to be situated at Kilifi Sports Ground 'Uwanja Wa Water' near Kilifi Prison in Kilifi Town which is the administrative headquarters of the County Government of Kilifi.

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

- Section I - Letter of invitation
- Section II - Information to consultants
Appendix to Consultants information
- Section III - Terms of Reference
- Section IV - Technical proposals
- Section V - Financial proposal
- Section VI - Standard Contract Form

Interested bidders are required to submit Technical Proposal and financial proposals sealed in separate envelopes clearly marked. All the proposals must be enclosed in one bigger envelop clearly marked with the Tender Number as stated in the particular tender document and be deposited in the **TENDER BOX** located at the county treasury offices and be addressed to:

*The County Secretary and Head of Public Service
P.O Box 519
Kilifi County*

So as to reach on or before **31ST October, 2018 at 11.00** am late bids will be returned un-opened.

Prices quoted should be inclusive of all taxes and delivery and must be in Kenya Shillings

Canvassing or lobbying for the tender shall lead to automatic disqualification.

Tenders will be opened immediately in the presence of the tenderers or their representatives who choose to attend at the Treasury Hall located at the County Treasury.

SUPPLY CHAIN MANAGEMENT SERVICES

KILIFI COUNTY

Dated 16th October, 2018

SECTION II - INSTRUCTIONS TO CANDIDATES

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SECTION II - INFORMATION TO CANDIDATES

2.1 Introduction

- 2.1.1 The County Government of Kilifi will select a candidate among those invited to submit in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The candidate 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 candidate. In such a case the highest ranked candidate 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 candidate.
- 2.1.4 The candidates 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, candidates are encouraged to liase with the procuring entity regarding any information that they may require before submitting a quotation.
- 2.1.5 The client will provide the inputs and services specified in the special conditions of contract needed to assist the candidate 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 quotations 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 Candidates may request clarification of any of the RFP (C&D) 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 candidates 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 any candidate amend the RFP (C&D). Any amendment shall be issued in writing, fax or email to all invited candidates and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the quotations.

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 candidates are expected to examine the documents consisting the RFP (C&D) in detail. Material deficiencies in providing the information requested may result in rejection of a Quotation.
- 2.3.3 While preparing the Technical proposal, the candidate must give particular attention to the following:
- (a) If candidate considers that it does not have all the expertise required for the assignment it may suggest in the proposals other person(s) who will assist in the assignment but they will not be party to the contract for the purpose of the performance of the assignment. A candidate will not propose other candidates invited to submit quotations for the assignment. Any candidate in contravention of this requirement shall automatically be disqualified.
 - (b) For all the staff who will be involved in the assignment a candidate 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 quotation. This CV Must be backed up by copies of evidence in terms of academic or professional qualifications, or previous job testimonials.

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 quotation, the candidate is expected to take into account the time required in completing the assignment as outlined in the RFP (C&D). The financial quotation will therefore be quoted in fees per day or month. The financial quotation may also include other costs as necessary, which will be considered as reimbursable. It will then give the total cost of the assignment.

2.4.2 The Financial quotation should include the payable taxes.

2.4.3 The fees shall be expressed in Kenya Shillings.

2.4.4 The Financial quotation must remain valid for 150 days after the submission date. During this period the candidate 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 quotation, the candidates who do not agree, have the right not to extend the validity of their quotations.

2.4.5 The financial quotation must comply with the law governing the profession of the candidate.

2.5 **Submission, Receipt and opening of Proposals**

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

2.5.2 For each quotation the candidates shall prepare the quotations in the number of copies indicated in the special conditions of contract. Each Technical proposal and financial quotation shall be marked “ORIGINAL” or “COPY” as appropriate. If there are any discrepancies between the original and the copies of the quotation, the original shall govern.

2.5.3 The original and all copies of the Technical proposal shall be scanned and marked “TECHNICAL PROPOSAL”, and the original and all copies of the financial quotation shall be scanned duly marked “FINANCIAL PROPOSAL and be submitted together with the technical proposal on or before **11.00 am on 31st October, 2018.**

2.5.4 After the deadline for submission of proposal the outer envelope and the technical proposal shall be opened immediately by the opening committee. The financial proposals shall be marked with the candidates 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 it.

2.6 Evaluation of Proposal General (General)

2.6.1 From the time the bids are opened to the time of the contract award, if any candidate wishes to contact the procuring entity on any matter relating to the proposal should do so in writing at the address indicated in the appendix to the instructions to candidates. Any effort by a candidate to influence the procuring entity’s staff in the evaluation of proposal companion proposals or awards of contract may result in the rejection of the candidate proposal.

2.6.2 The Technical 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 proposal shall carry out the evaluation of technical proposals following the criteria set out in section IV under terms of reference.

2.7.2 Any which proposal will be examined and found not to comply with all the requirements for submission of the quotations will be declared non responsive. All the proposal 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 (TS). 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.

2.7.4 The technical evaluation may be simplified where the assignment is not complex in which case merit points will not be used.

2.8 **Opening and Evaluation of Financial Proposal**

2.8.1 After completion of the evaluation of Technical proposals the procuring entity shall notify the candidates whose proposal did not meet the minimum technical score or were declared non responsive to the RFP (C&D) and terms of reference. The notification will indicate that their financial proposal 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 candidates 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 proposal shall be opened by the procuring entity in the presence of the candidates who choose to attend the opening. The name of the candidate, the technical score or the technical evaluation result and the proposed fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial proposal.

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

$$S_f = 100 \times \frac{f_m}{f} \quad \text{where:}$$

S_f is the financial score

f_m is the lowest fees quoted and

f is the fees of the quotation under consideration.

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

2.8.4 The candidates proposals will be ranked according to their combined technical score (ts) and financial score (fs) using the weights indicated in the appendix to the candidates. Unless otherwise stated in the appendix to the instructions to candidates 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

Sf is the financial score

T is the weight given to the technical proposal and

P is the weight given to the financial quotation

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

The candidate 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 candidates. The purpose of the negotiations is for the procuring entity and the candidate 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 candidate 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 candidate 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 candidates that they were unsuccessful and return the financial quotations of the candidates who did not pass technical evaluation.

2.10.2 The selected candidate is expected to commence the assignment on the date indicated in the appendix to the instructions to tenderers or any other date agreed with the procuring entity at the time of the contract award. Both parties will sign the contract.

2.11 Confidentiality

2.11.1 Information relating to evaluation of quotations and recommendations of contract award shall not be disclosed to the candidates who submitted the quotation or to other persons not officially concerned with the process, until the winning candidate has been notified that he/she 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.

SECTION IV: TERMS OF REFERENCE (TOR)

TERMS OF REFERENCE FOR THE CONSULTANCY SERVICES FOR SITE PLANNING, DETAILED DESIGN, BILLS OF QUANTITIES AND CONSTRUCTION SUPERVISION FOR THE PROPOSED KILIFI STADIUM FOR COUNTY GOVERNMENT OF KILIFI

1.0 Introduction

The County Government of Kilifi intends to construct a modern stadium with a capacity of 5000 persons. The project is to be situated at Kilifi Sports Ground 'Uwanja Wa Water' near Kilifi Prison in Kilifi Town which is the administrative headquarters of the County Government of Kilifi.

2.0 Purpose

- 1) The purpose of the TORs is to guide in the preparation of the design and documentation which will conform to the County Government of Kilifi needs.
- 2) It is envisaged that the consultants will not only borrow from the experience of design of similar facilities but also take into account the unique character of the Kenya Coast climatic conditions and architectural heritage

3.0 Tasks (scope of consultancy services)

- 1) Study the Kilifi County context in regard to architectural building features and concepts that reflect the Kilifi County cultural heritage.
- 2) Conduct consultations as appropriate with the County Government of Kilifi sports fraternity on the best possible designs as guided by the clients' needs.
- 3) Prepare design proposals for the economic utilization of the land to get maximum benefit for the County Government without compromising the integrity of the quality of the environment. Sustainability should be a major consideration.
- 4) Discuss alternative development concepts with the County Government department in charge of management of sports.
- 5) Prepare detailed stadium design drawings for Architectural, Electrical, Mechanical, Structural & Landscaping and Bills of quantities (Tender Documents) in conformity with client's briefs and to meet the Directorate of Public Works Standards.

- 6) Submit hard and soft copies of the designs and Bills of Quantities.
- 7) Supervise the project during construction stage including preparation of all construction details and site reports and minutes for project management meetings under the overall supervision of the Department of Roads, Transport and Public Works.

3.0 Reporting

The following reports will be submitted;

- 1) Outline Proposal (Draft designs) and Preliminary Cost plan- 6th Week after commencement of assignment.
- 2) Final Designs & Bills of Quantities- 12th Week

The Client will make comments on reports/designs expeditiously.

4.0 DESIGN FOR THE FACILITY REQUIRED

- (a) Covered Seating terraces for approximately 5,000 pax
- (b) Adequate exit and entry points
- (c) IAAF (8lane) Standard Athletics Track
- (d) Four (4) changing rooms for players and Two (2) for referees
- (e) Security Control System complete with control room
- (f) Communications and Public Address System
- (g) Flood lights to facilitate play during the night.
- (h) Washrooms for spectators to match the capacity of the stadium
- (i) Stadium manager's office and storage facility
- (j) VIP lounge and changing room
- (k) Media room
- (l) First Aid Room
- (m) Ablutions: Washrooms for ladies, Gents PWD and VIPs the design shall take into considerations optimal stadium occupancy
- (n) FIFA standard Football pitch with artificial surface
- (o) Underground Water Reservoir
- (p) Restaurant/coffee shops (optional)
- (q) Football pitch – artificial turf (to vary according to sites) with supporting drainage
- (r) Parking area

6.0 Reference Group

The County Government of Kilifi will form a Reference Committee to monitor progress and guide the process

7.0 Fees

Professional fees will be negotiated based on standard conditions of engagement and scales of fees for professional services as provided under Cap 525

CONSULTANT SELECTION CRITERIA.

8.0 Criteria

The applicants should send their application under a consortium led by an architectural firm as the lead consultant and including

1. Architects
2. Quantity surveyors
3. Electrical & Mechanical engineers
4. Structural & Civil Engineers
5. Landscape Architects

Any other service provider or consultant requisite for conceptualizing stadium projects.

8.1 Selection of criteria (Technical Evaluation)

S/NO	REQUIREMENTS (Submit Evidence)	SCORE
1	Registration Documentation i. PIN & VAT Certificate ii. Valid Tax Compliance Certificate iii. Certificate of Incorporation iv. Registration certificate with relevant statutory professional bodies v. NHIF & NSSF Compliance Certificate	10
2	Supplier Pre-Qualification Data i. Duly Filled Standard Form	5
3	Manpower/ Key personnel i. CVs and Testimonials ii. Experience for Individual personnel indicating Team composition & Task Assignments and Technical & Support Staff iii. Registration with professional bodies iv. Time scheduling for the professional staff	35

4	Financial Position Audited Accounts for the last 3 years	5
5	Description of the methodology for performing the assignment	10
6	Presentation: i. Activity (Work plan) Schedule ii. Completion and Submission of Reports iii. Overall Orderliness of the proposal	6
7	Past Performance Experience i. List Completed contracts/ project undertaken in the last 5 years (Projects in coast will be an added advantage) ii. List on-going contracts/ project undertaken in the last 3 years iii. Qualifications and competence of the key staff for assignment	25
8	Litigation History	4
	TOTAL	100

Mandatory Requirements to Be Met By The Consultants

- i. Certified copy of certificate of incorporation/ registration.
- ii. Certificate of professional registration from Relevant professional Boards
- iii. Copy of VAT/PIN certificates from KRA
- iv. Current KRA Tax compliance certificate
- v. Proof of sound financial capability (audited books of accounts for the last Three (3NO) years)
- vi. Bid Bond of Kshs 1,500,000 in form of Bankers Cheque to remain valid for 150 days
- vii. Attach original official receipt (If RFP document was paid for and collected from the procurement office)
- viii. Serialize sequentially each page of the Bid Document including all the attachments. Avoid manual serialization.
- ix. Attach a copy of Valid Single Business Permit.

SECTION IV - TECHNICAL PROPOSAL (TP)

Notes on the Preparation of Technical Proposal

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

It shall contain the following:-

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

(To be prepared by the candidate as appropriate)

SECTION V. FINANCIAL PROPOSALS (FP)

Notes on the Preparation Financial Quotation

The financial proposal shall be prepared and submitted by the candidates. 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 candidate as appropriate)

SECTION VI - STANDARD CONTRACT FORM

CONSULANCY/DESIGN (Lump-sum payments)

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

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

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

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:-

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

3. **Payment**
- A. **Ceiling**
 For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to Exceed _____ [insert amount]. This amount has been established based on the understanding that it includes all the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.
- B. **Schedule of Payments**
 The schedule of payments is specified below
(Modify in order to reflect the output required as described in Appendix C.)
 Kshs. _____ upon signing the contract.
 Kshs. _____ upon the Client's receipt of the Draft report, acceptable to the Client; and
 Kshs. _____ upon the Client's receipt of the Final report, acceptable to the Client.
 Kshs. _____ Total
- C. **Payment Conditions**
 Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty (30) days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three Percentage points above the prevailing Central Bank of Kenya's average rate for base lending.
4. **Project Administration**
- A. **Coordinator**
 The Client designates _____ [insert name] as Client's Coordinator; the Coordinator will be responsible for the Coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables, by the Client and for receiving and approving invoices for payment.

B. Reports

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

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

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

FOR THE CLIENT

Full name _____

Title _____

Signature _____

Date _____

FOR THE CONSULTANT

Full name _____

Title _____

Signature _____

Date _____

WITNESS FOR THE CLIENT

Full name _____

Title _____

Signature _____

Date _____

WITNESS FOR THE CONSULTANT

Full name _____

Title _____

Signature _____

Date _____

FORM OF TENDER

Date _____
Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(insert equipment description)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by*(Procuring entity)*.

4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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 E mail

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																								
	<ul style="list-style-type: none"> • Citizenship details • 																								
	Part 2 (b) Partnership																								
	Given details of partners as follows:																								
	<table border="0" style="width: 100%;"> <thead> <tr> <th style="width: 20%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 40%;">Citizenship Details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.				
Name	Nationality	Citizenship Details	Shares																						
1.																						
2.																						
3.																						
4.																						
	Part 2 (c) – Registered Company																								
	Private or Public																								
	State the nominal and issued capital of company-																								
	Nominal Kshs.																								
	Issued Kshs.																								
	Given details of all directors as follows																								
	<table border="0" style="width: 100%;"> <thead> <tr> <th style="width: 20%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 40%;">Citizenship Details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.....	2.....	3.....	4.....	5.....
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3.....																						
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5.....																						
Date	Signature of Candidate																								

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

REQUEST FOR REVIEW FORM

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

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

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

- 1.
- 2.

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