

KILIFI COUNTY GOVERNMENT



DEPARTMENT OF FINANCE AND ECONOMIC PLANNING

PROVISION OF CONSULTANCY SERVICES FOR DEVELOPMENT OF KILIFI COUNTY CLIMATE LEGAL AND INSTITUTIONAL FRAMEWORK

OPEN TENDER

**TENDER NO. KCG/FIN/KDSP/RFP/878559-
2/2020/2021**

MAY, 2021

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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
DATE: 11/6/2021

TENDER REF NO. KCG/FIN/KSP/RFP/878559-2/2020/2021

TENDER NAME: PROVISION OF CONSULTANCY SERVICES TO DEVELOPMENT OF KILIFI COUNTY CLIMATE LEGAL AND INSTITUTIONAL FRAMEWORK

M/S.....

The County Government of Kilifi department of Finance and Economic Planning

Invites sealed bids from eligible candidates for the **PROVISION OF CONSULTANCY SERVICES TO DEVELOPMENT OF KILIFI COUNTY CLIMATE LEGAL AND INSTITUTIONAL FRAMEWORK**

- 1.1 Interested qualified and eligible candidates may obtain further information from and inspect the tender documents at the County Government offices during normal working hours.
- 1.2 Tender documents may be obtained free of charge in the county website www.kilifi.go.ke or in the Public Procurement Information Portal (PPIP)
- 1.3 Completed tender documents shall be submitted in the IFMIS tender portal on or before **18th JUNE, 2021 at 10.30 am**
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs and must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.

HEAD, SUPPLY CHAIN MANAGEMENT SERVICES
***For* COUNTY EXECUTIVE COMMITTEE MEMBER**
FINANCE AND ECONOMIC PLANNING
Dated this 11TH MAY,2021

SECTION II - INFORMATION TO CONSULTANTS

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SECTION II - INFORMATION TO CONSULTANTS

2.1 Introduction

- 2.1.1 The Finance and Economic Planning department will select an individual consultant among those invited to submit proposals or those who 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 particular 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 consultant's 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 consultant's 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.

As per be the below forms: -

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

To: _____ [Name and address of Client)

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for

_____ [Title of consulting services] in

accordance with your Request for Proposal dated

_____ [Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a separate envelope-where applicable].

We understand you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

:

_____ [Name of Firm]

:

_____ [Address:]

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.

4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm: _____ **Nationality:**

Membership in Professional Societies:

Detailed Tasks Assigned:

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

_____ **Date:**

[Signature of staff member]

_____ *Date;* _____

[Signature of authorized representative of the firm]

Full name of staff member:

Full name of authorized representative:

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar

Chart)

Name	Position	Reports Due/ Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of months

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

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

	1 st	2 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	

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 reimbursables.

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 **SCANNED TENDER DOCUMENT** shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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.

2.18.1 The scanned copies of the Technical proposal shall be uploaded in the IFMIS Tender Portal clearly marked “**TECHNICAL PROPOSAL**”, and the financial proposal in IFMIS Tender Portal duly marked “**FINANCIAL PROPOSAL**”. “**DO NOT OPEN before 18th JUNE 2021 AT 10.30AM.**”

2.5.2 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.

2.5.3 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 consultant's 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 (PRELIMINARY EVALUATION)

2.6.1 MANDATORY REQUIREMENTS TO BE MET BY THE CONSULTANT

- i. Copy of certificate of incorporation or business registration certificate
- ii. Copy of KRA pin certificate
- iii. Valid single business permit
- iv. Valid tax compliance certificate
- v. Dully filled, signed and stamped form of tender
- vi. Dully filled, signed and stamped confidential business questionnaire
- vii. Registration with NEEMA as environmental consulting firm
- viii. Member of EIL

Note: bidders MUST meet all of the above to proceed to technical evaluation

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

CRITERIA

POINTS

- i. specific experience of the individual consultant related to the assignment-attach at least 2 LSO AND 2 award letters

- ii. financial capability-current certified audited account or certified bank statement 30
- iii. List, CVs and academic certificate of key personnel 40
The led consultant should have degree and other personnel should have diploma in the related field

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

2.18.22.8.1After 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. **Opening will be done in the IFMIS TENDER PORTAL ON 18th JUNE 2021 AT 10.30AM.**

2.8.2 The name of the individual consultant, the technical score and the proposed fees shall be recorded. The evaluation committee shall prepare minutes of the opening of the financial proposals

2.8.3 FINANCIAL EVALUATION

Award criteria

The lowest evaluated bidder shall be awarded the tender

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.

TERMS OF REFERENCE FOR DEVELOPMENT OF KILIFI COUNTY CLIMATE ACTION PLAN

Background Information.

Kilifi County Government intends to develop climate change action plan that shall help it in its bid to combat Climate Change impacts in the County. This is also in line with statutory requirement under Section 19 of Climate Change Act of 2016. The action plan to be developed shall be a compliment to the National Climate Action Plan 2018-2022 and shall inform the basis for development of future County Climate Change Action Plans. The department therefore is looking for a consultant that will help it in drafting the said County Climate Change Action

Objective the assignment.

The Objective of the assignment is to develop Kilifi County Climate action plan that is in line with National Climate Change Action Plan 2018-2022 and Kilifi County Climate Change priorities actions.

This objective will be achieved through implementation of the following tasks: -

- (a) Review the Climate Change Act, 2016; IPCC report 2018; other application statutory instruments that regulate Climate Change sector.
- (b) Review of National Climate Change Action Plan 2018-2022
- (c) Analysis of the legislative and/or administrative measures needed to strengthen county institutions involved in climate change fight initiatives.
- (d) The identification of gaps in the existing county plans and strategies with relation to climate change resiliency, adaptation and mitigation of the county
- (e) The assessment of the climate change risk of the Kilifi county
- (f) The prioritization of adaptive measures to be done by county
- (g) The formulation of an action plan for the implementation of adaptive measures including costing and resource requirements.
- (h) The identification of capacity building needs for the county institutions.
- (i) Develop a Draft Kilifi County Climate Change Action Plan that aligns itself to the above-mentioned statutory instruments.
- (j) Present the draft document to the Department of Environment for onward sharing to county assembly for approval.

Scope of Work

Review of Current Regulatory Framework on Climate Change issues.

The consultant is expected to undertake a thorough review of all applicable regulatory framework that applies to the fight against Climate Change in Kenya. Besides, the consultant is expected to review all internationally accepted guidelines on the fight against climate change and how they can be incorporated in the action plan.

Drafting of the Climate Change Action Plan

This involve drafting of the bill that will be presented to department for scrutiny and input.

Workshops

The consultant is expected to conduct the following meeting/ workshop

- i. First meeting with the department of environment to present the act plan for scrutiny and consider its input. The team to appointed by chief officer environment.

- ii. The second meeting to be conducted with other government agencies both national and county and have to include but not limited to CoG, National Treasury and Climate Change Secretariat
- iii. Third meeting to be conducted to present the second draft after incorporating the views from first and second meeting. This meeting shall involve different stakeholders including but not limited to representatives of FBO, CBO, farmers, CSO, women Groups, professionals, PU among others.
- iv. The county shall be responsible for organizing the meetings while consultant shall be responsible for delivering the content

Deliverables.

- i. Work plan after accepting the offer.
- ii. Inception report after three days of the accepting the offer.
- iii. 1st Draft Climate Change Action Plan.
- iv. 2nd Second Draft Climate Change Action Plan to produce after incorporating the views of officials.
- v. 3rd and Final Draft to be produced after incorporating the views of the public.
- vi. Attendance lists and minutes/workshop reports for all different meetings.

Duration

The duration of the assignment is expected to take 4 weeks.

TERMS OF PAYMENT

All payments shall be made upon successful completion of the project

All correspondents shall be made to the following address: -

Chief Officer
Finance and Economic Planning
County Government of Kilifi

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

(Lump-sum payment)

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 consultant's clause 2.10.2

SECTION VI - STANDARD CONTRACT FORM

1. STANDARD CONTRACT FORM

INDIVIDUAL PROFESSIONAL CONSULTANTS

(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.”

(Appendices A, B, and C to be prepared as appropriate)

- 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 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 _____

REPUBLIC OF KENYA
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. E mail.....

Nature of Business.....

Current Trade License No.....Expiring Date.....

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.....			

DateSignature of Candidate

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

3 FORMS 31

REPUBLIC OF KENYA
FORM OF TENDER

From.....
.....
.....

Date.....
To.....
.....
.....

RE: Tender for.....
.....
.....

In accordance with Tender number.....Dated.....

Received from.....

I/we.....

In accordance with the attached forms/conditions of tender/schedule of requirements at the price/fees/charges shown against each item and in conformity with the scheduled delivery arrangements stated.

This applies to item numbers.....only in the schedule representing a total amount of Kshs.....tendered for,

I/We understand that the Government reserves the right to accept or reject this tender for in part or in whole for any reason it considers justifiable.

I/We agree that terms of this tender will remain valid for and will not be withdrawn for a period of.....days from the final date for submission of tender namely.....

In the event of this tender being accepted in part or in full within the stipulated.....days.

I/We agree to supply against an order signed by an officer of the Ministry of.....
.....

Authorized to do so, those goods accepted in this tender to the quoted delivery dates and that failure on my/our part to meet these requirements constitutes a breach of contract.

Witnessed by..... Tenderer's name.....

Address..... Tenderer's Signature.....

Signature of Witness..... Tenderer's Designation.....

Date..... Full Address.....

Telephone No.....

Date.....

4 ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE

(Sections 39, 40, 41, 42, 43 & of the PPD Act, 2005)

I/We/.....

of Street, Building, P O

Box.....

.....

Contact/Phone/E
mail.....

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

I/We.....
...

Declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with Tender/Tender No

.....
.....

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....
Name and Title of Signatory.....

5.

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.
- 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

Issued by the Public Procurement Oversight Authority: January, 2007