

**KENYA INSTITUTE OF SUPPLIES
EXAMINATION BOARD**



**TENDER FOR
PROVISION FOR INDIVIDUAL CONSULTANT TO DEVELOP
HUMAN RESOURCE INSTRUMENTS**

TENDER NO. KISEB/RFP/01/202

CLOSING DATE: 29TH April, 2021 AT 2.00PM

APRIL, 2021

***ALL CANDIDATES ARE ADVISED TO READ CAREFULLY THIS TENDER DOCUMENT IN ITS ENTIRETY BEFORE
MAKING ANY BID***

PROCUREMENT
KENYA INSTITUTE OF SUPPLIES EXAMINATION BOARD
P. O. BOX 30400– 00100 NAIROBI.
procurement@kism.or.ke, admin@kism.or.ke

Ag. CHIF EXECUTIVE OFFICER
KENYA INSTITUTE OF SUPPLIES EXAMINATION
BOARD
P.O. BOX 30400 - 00100 NAIROBI.
admin@kism.or.ke

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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: **23rd April 2021**

RFP/TENDER REF. NO: KISEB/RFP/01/2021 RFP/TENDER
NAME: HUMAN RESOURCE CONSULTANCY

- 1.1 The Kenya Institute of Supplies Examination board invites sealed tenders from invited candidates for Human Resource Consultancy. The consulting firm/ individual consultant will be expected to undertake a comprehensive Organizational Review to realign the current Human Resource Requirements with the matching and needed HR Skills at the Institute as Indicated in the Terms of Reference.
- 1.2 Invited candidates may obtain further information from and inspect the tender documents at:

Kenya Institute of Supplies Examination Board
P.O BOX 30400 – 00100,
Nairobi.
KISM Tower Ngong road, 11th Floor.
Procurement@kism.or.ke

during normal office working hours.

- 1.3 A complete set of tender documents may be obtained by interested candidates from **Kenya Institute of Supplies Examination Board offices.**
- 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at **KISM Towers, 11th Floor** or be addressed to

The Ag. Chief Executive Officer,
Kenya Institute of Supplies Examination Board,
P.O BOX 30400 – 00100,
NAIROBI.

- 1.5 So as to be received on or before **29th April 2021 AT 2.00PM EAT.**

SECTION II-INFORMATION TO CONSULTANTS

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SECTION II

INFORMATION TO CONSULTANTS

2.1 Introduction

- 2.1.1 Kenya Institute of Supplies Examination Board 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.

2.3.5 Only Technical proposal to be submitted.

2.4 **Financial proposal (NOT APPLICABLE)**

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. (CONSULTANCY FEES TO BE NEGOTIATED WITH THE CONSULTANT WITH THE HIGHEST TECHNICAL SCORE AS PER MARKET SURVEY COST FOR THE ASSIGNMENT AND AVAILABLE KISEB BUDGET AS PER REG. 128(10) OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL REGULATIONS, 2020)

2.4.3 The fees shall be 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.

VALIDITY OF FINANCIAL PROPOSAL NOT APPLICABLE FOR SELECTION OF INDIVIDUAL PROFESSIONAL CONSULTANT

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 initialled 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. Technical 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”, TECHNICAL PROPOSAL 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 **29th April 2021 AT 2.00PM**”

2.5.4 The completed Technical 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 technical proposals shall be marked with the individual consultant’s number at the time of opening.

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 (if applicable), 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

PRELIMINARY EVALUATION REQUIREMENTS

	ITEM	TICK
1	Self-declaration that the person will not engage in any corruption & Fraudulent practice;	
2	Tax compliance certificate;	
3	Confidential Business Questionnaire;	
4	The suggested support technical team members must submit their CVs recently signed by the individual professional staff/Lead Consultant.	
5	Attach supporting documents and certificates for academic, professional experience and assignments undertaken related to the consultancy	
6	Technical proposal sealed in an envelope indicating Request for Proposal	

CRITERIA

	ITEM	POINTS
	Qualifications 30 marks	
1	CV of the individual consultant 7 marks	
2	Bachelor's Degree (5 Marks)	
3	Professional Practicing License (3 Marks)	
4	At least 10 years' experience in related field (1.5 Marks for each year)	
	Specific experience of the individual consultant related to the assignment 30 marks	
5	At least two (2) Similar assignments (15 Marks each)	
	Adequacy of the proposed work plan and Methodology 40 marks	
6	Adequacy of proposed methodology (25 Marks)	
7	Comments on improvement of TORs (5Marks)	
8	Work plan (10 Marks)	

Minimum Technical Score: 70%

Selection Method: Individual Consultant Selection Method

Award Criteria: Highest technical score

Reference No. and Description of the assignment

TENDER NO. KISEB/RFP/01/2021

**SELECTION OF INDIVIDUAL PROFESSIONAL CONSULTANTS
FOR PREPARATION OF HUMAN RESOURCE MANAGEMENT
INSTRUMENTS**

Addressed to:

**The Chief Executive Officer
Kenya Institute of Supplies Examination Board**

And dropped to Tender Box on 11th Floor

**Kenya Institute of Supplies Examination Board (KISEB)
KISM Towers, 11th Floor
Ngong Road**

- 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 (NOT APPLICABLE)

- 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 un opened 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. **NOT APPLICABLE**

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:

$Sf = 100 \times fm/f$ where
Sf is the financial score
Fm 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
NOT APPLICABLE

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 formula 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 proposal

Note $P + T$ will be equal to 100% **NOT APPLICABLE**

The individual consultant achieving the highest technical score under Individual Consultant Selection Method will be invited for negotiations on financial proposal as per KISEB Budget.

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)

Notes on the preparation of Terms of Reference

The terms of reference are the initial statement to the consultants, of the services to be performed and should therefore be clear and precise and should contain the following sections;

- (a) Background information
- (b) Objectives of the assignment
- (c) Scope of work or services of the assignment
- (d) Training requirements (where applicable)
- (e) Reporting systems and time schedules
- (f) Personnel, facilities and other requirements to be provided by the procuring entity and
- (g) Terms of payment

TERMS OF REFERENCE

**CONSULTING SERVICES FOR PREPARATION OF HUMAN
RESOURCE MANAGEMENT INSTRUMENTS**

1. INTRODUCTION

KENYA INSTITUTE OF SUPPLIES EXAMINATION BOARD (KISEB)

established under Section 12 of the Supplies Practitioners Management Act (SPMA) 2007. KISEB is mandated, inter alia, to prepare and conduct Procurement and Supply Chain Management professional examinations, and issue professional certificates and other awards.

Below are Functions of the Kenya Institute of Supplies Examinations Board;

- a) Prepare regulations to be made by the Institute regarding the standard of proficiency to be gained in each examination for a diploma, degree or other award; and
- b) Make rules with respect to such examinations;
- c) Prescribe the fees and other charges payable with respect to such examinations;
- d) Issue professional qualifying certificates and other awards to candidates who have satisfied the examination requirements;
- e) Investigate and determine cases involving indiscipline by students registered with the Examinations Board;
- f) Remit a proportion of not less than thirty per cent of the fees collected under paragraph (e) to the Institute to support professional development;
- g) Liaise with the Ministry of Education in accreditation of institutions offering the examination of the Board for the purpose of carrying out examinations;
- h) Promote recognition of its examination in foreign countries;
- i) Perform such other functions as may be necessary for proper administration of this Act.

As part of enhancing its institutional capacity in order to achieve its mandate, KISEB intends to develop its Human resource instruments in line

with best human resource practice of and in compliance with state corporation's Human resource management as follow;

- a) Organizational structure and staff establishment
- b) Human resource policy and procedure manual
- c) Career progression.
- d) Salary structure

2.0 OBJECTIVES

- a) To develop organizational structure and staff establishment
- b) To develop Human resource policy and procedure manual
- c) To develop Career progression.
- d) To develop salary structure

3.0 SCOPE

The assignment will involve; collecting background information, developing draft policies, presentation of the draft and presentation of final drafts.

4.0 EXPECTED OUTPUTS

The following documents are expected at the end of the assignment;

- a) Organizational structure and staff establishment
- b) Human resource policy and procedure manual
- c) Career progression.
- d) Salary structure
- e) Action plan

5.0 TIME FRAME FOR IMPLEMENTATION

The assignment is expected to take 30 days from date of commencement. KISEB will draw an agreement with the consultant, which shall be binding to both parties.

6.0 EXPECTED FROM THE CONSULTANCY

6.1 Expected from the Consultant

- The consultant will provide leadership and guidance in the process
- Collecting relevant data and information from KISEB
- Design a programme detailing activities and time frame for the above activities.
- Develop and share drafts with the Board.
- The consultant shall adhere to the Board's code of ethics and professional standards while carrying duty.

7.0 IMPLEMENTATION ARRANGEMENTS

The Chief Executive Officer of KISEB through his designated focal point will bear the primary responsibility for organizing and managing the consultancy. The consultancy will commence basing on negotiation between KISEB and the Consultant.

8.0 RESOURCES

The Consultant will be expected to provide all other resources to enable him/her to carry the assignment.

8.1 Reports required

All reports and communications related to this assignment shall be in the English Language and shall be submitted to the employer in number and specifications listed in the table 1.1 below

8.2 Required Qualifications – individual Consultant

The required consultant shall of the following qualifications:

- i. At Least a Degree in Social Sciences
- ii. Master’s degree will be an added advantage
- iii. Should possess Postgraduate diploma /Higher National Diploma in Human resource management
- iv. Should be a member of IHRM with valid practicing licence
- v. Elaborate experience in presentation, facilitation and reporting skills. At least 5 years of similar experience preferably in public sector.
- vi. Possess excellent communication skills in addition to fluency in English and good working knowledge of Kiswahili.

9.0 TIME SCHEDULE

The survey is assignment to take 30 days and the report should be ready for presentation. KISSEB will draw an agreement with the consultant, which shall be binding to all parties.

10.0 Execution of the assignment

The consultant is expected to work closely with KISEB and to hold extensive discussions with the KISEB Focal person.

11.0 Deliverables

The following is an estimated breakdown of the working days

No.	Deliverable	No of days
1.	Inception meeting and reporting	1 day
2.	Development and analysis of Background information about KISEB.Mandate,vision,mission	4days
3.	Developing draft HR policy manual, organisation structure, establishment and career progression	10 days
4.	Presentation of the draft to the board and brainstorming sessions	4days
5.	Editing and correcting the draft policy documents	5days

6.	Presentation of the final draft management	3days
7.	Printing ,binding and presentation of final draft	3 day
	Total days	30 days

12.0 DURATION OF THE CONSULTANCY

The Consultant will undertake the assignment within duration of 30 days.

13.0: REPORTS REQUIREMENTS

The consultant shall submit the following reports as detailed in the Table below. All reports and communications related to this assignment shall be in the English language and shall be submitted to the Employer in the number and form specified

Table 1.1 Time schedule and reports

Reports	Submittal Date	Copies	
		Hard Copies	Soft copy
Design Stage			
Draft documents	15 days after Contract Effective Date	2	1
Final reports	30 days after Contract Effective Date.	2	1

15.0 CLARIFICATION

Further information can be obtained at the address below during office hours 0800 to 1700 Hours from Monday to Friday excluding lunch hour (1300 to 1400Hrs) and public holidays.

16.0 OBLIGATION OF KENYA INSTITUTE OF SUPPLIES EXAMINATION BOARD (KISEB)

A. Documents and Reports

KISEB shall supply all pertinent data and information and give such assistance as shall reasonably be required for the conduct by the Consultant of his duties under this contract but such assistance shall not be extended to the provision of any supplies or services.

B. Contact Person

The contact person shall be Chief Executive Officer

17.0 TAXES AND DUTIES

The Consultant shall be liable to pay all duties and taxes in connection with this assignment including VAT and other taxes payable under the laws of Kenya. No tax or duty exemption shall be given to the Consultant. Payment shall be made as per the Government guidelines.

18.0 RESOURCES AND LOGISTICS

The consultant will be paid based on the terms of reference and negotiations. KISEB will organize for and meet the contract cost as shall be agreed and signed. Any other costs to be incurred by the consultant outside such agreement shall be borne by the consultant without any further reference or burden to the board. **The rules, regulations, agreements and other conditions in the procurement of the consultancy is deemed to be part and parcel of this ToR.**

21.0 AUTHORITY AND RESPONSIBILITY

The table below illustrates the expected contribution for the success of the process:

Submission of the report to:

**Chief Executive officer,
Kenya Institute of Supplies Examinations Board
11th Floor, KISM Towers
Ngong Road
P.O. Box 30400 – 00100
NAIROBI
examinations@kiseb.or.ke**

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) NOT APPLICABLE

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

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 consultants 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: -

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 _____

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

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			

Date Signature of Candidate

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

SELF DECLARATION FORMS (r 62) (MANDATORY)
REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

Form SD1

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 deposed to hereinabove is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp

FORM SD₂
SELF DECLARATION FORMS (r 62) (MANDATORY)

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

5. BANK DETAILS FORM

Provide the following bank details for electronic transfer purposes

Name of the Bidder.....

Bank Name
.....

Bank Branch Name
.....

Bank Code
.....

Bank Account
.....

Bank Signatory(s)
.....
.....

PIN Number
.....

VAT Number

VALID KRA TCC
No.....

Signed/ date.....

PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

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

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

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

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

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

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To
[name of Procuring entity]

[name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, [name and address of tenderer] (hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words].

We, the [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding [amount of guarantee in figures and words]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING
OFFICER

FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

..... APPLICANT

AND

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

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

REQUEST FOR REVIEW

I/We....., the above named Applicant(s), of address: Physical address..... Fax No.....Tel. No..... Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds, namely: -1.

2.

etc.

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

1.

2.

etc.

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED

Board Secretary