



**BOMET UNIVERSITY COLLEGE**  
*(A Constituent College of Moi University)*

**TENDER DOCUMENT**  
**REQUEST FOR PROPOSALS (RFP)**

**PROVISION OF CONSULTANCY SERVICES TO DEVELOP MASTER  
PLAN FOR BOMET UNIVERSITY COLLEGE**

**TENDER NUMBER: BUC/OT/RFP/ADMIN/1/2020-2021**

**CLOSING DATE: 13<sup>TH</sup> APRIL, 2021**

**BOMET UNIVERSITY COLLEGE**  
*(A Constituent College of Moi University)*  
**St. Michaels Rd**  
**P.O BOX 701-20400**  
**Website: <https://www.buc.ac.ke>**

**MARCH, 2021**

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## **1.0 INTRODUCTION**

1. This Standard Request for Proposals (SRFP) has been prepared for use by Bomet University College in 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. 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 this particular assignment. Similarly, the information to consultants should only be clarified or amended through the Appendix to information to Consultants.

## **2.0 TERMS OF REFERENCE**

### **2.1 INTRODUCTION**

Bomet University College calls for Proposals for Provision of Profession Consultancy Services for Developing a Ten (10)-Year Master Plan for the University College. The Proposed Master Plan will Bomet University College, Main Campus within Bomet town; and Bomet University College, Sigor Campus.

### **2.2 BACKGROUND INFORMATION**

Bomet University College is a Constituent College of Moi University established under a Legal Notice Number 145 of 27<sup>th</sup> July 2017. Bomet University College is the first public University in Bomet County and is strategically placed at the heart of Bomet Town, Bomet. Its establishment is a step towards realization of a fully-fledged University in line with the government policy to establish at least one University in every County.

The proposed project is located within Bomet town and Bomet University College, Sigor Campus located at Sigor within Chepalungu Constituency in Bomet County.

## **2.3 OBJECTIVES OF THE ASSIGNMENT**

The objective of the consultancy is to facilitate completion of the project in the most economical way through cost effective designs and sound contract management that will minimize, if not totally eliminate possible contractual disputes, and aim at delivering a project ready for use. In this respect, the Consultants shall endeavor to accurately determine the level of complexity of the work.

## **3.0 SCOPE OF THE SERVICES – TECHNICAL PROPOSAL**

In preparing their proposal, the Consultants shall demonstrate their understanding of the local situation, the problem to be solved, the objectives to be reached, the approach to be followed, the activities to be performed in the frame of the requested services and their ability to review the designs where necessary and to prepare the necessary details and documentation professionally, within the cost and time frame offered. The Consultants are encouraged to develop their own conceptual approach to fulfil the scope as detailed above.

The Consultants shall clearly describe the envisaged methodology to carry out the services, indicate the type of analysis envisaged, define important milestones for reporting and reviews and/or decision-making necessary and present a concise Works Program and Staffing schedules. On this basis, the Consultants shall suggest suitable schedule of activities, including co-ordination of activities with all parties involved and the linkages between them. This schedule shall serve as the monitoring instrument.

The applicant is expressly encouraged to review the Terms of Reference (ToR) in a pragmatic manner and to find the right balance between the objectives of the project, architectural appropriateness, special conditions in the project area and functionality in relation to the implementation costs.

The works requires an eligible multi-disciplinary team of experienced Physical Planners, Land Surveyors and Environmental Management Experts not only to meet the demand of the works but also provide technical expertise based on suitable experience and understanding of the consultancy. Hence, the Consultant's team should include qualified and experienced experts and other staff.

The Master Plan for Bomet University College will seek to address the following land use matters:

- i) Planned growth of physical infrastructure and land use taking into account the planned programmers;
- ii) Comprehensive analysis of infrastructure Transport networks, water, sanitation, communication and environmental systems;
- iii) Comprehensive analysis of existing architectural, structural, vehicular and pedestrian circulation networks, sewerage and environmental systems;
- iv) Prepare designs that take into cognizant the land limitations and technology development;
- v) The consultants shall thereafter Design a two (2D) a three (3D) -dimension comprehensive master plan (including a planning brief) covering the proposed infrastructure projects;
  - a) Anticipated expansion of academic programmers;
  - b) Anticipated increase in student and staff population;
  - c) Infrastructure requirements, associated infrastructure and other facilities such as internal road network, utilities services among others;
  - d) Land use planning, zonal planning and urban development associated with Higher Education facilities;
  - e) Institutions as provided for under The Physical and Land Use Act, 2019
  - f) Role of the University College in realizing Vision 2030 objectives;
  - g) Investment plan consisting of short, medium and long term priorities, cost

implications and financing options;

vi) The consultants will recommend a phased programme of development that will ensure maximum economic benefit of these facilities. They will draw up a detailed plan to meet the requirements of the first phase of development covering the following:

- a) The detailed cost estimates for each of the proposed developments based on designs
- b) A detailed cost-benefit analysis of the proposed projects
- c) The consultant will detail possible adverse environmental impacts and how to mitigate against the same.

vii) Survey and re-establish University College boundary as per the Title Deed(s).

Other deliverables will include:

- a) A digital colour map of the proposed land use master plan on two (2No) non-rewriteable compact disks in CAD (Computer Aided Design) compatible format such as "AUTOCAD" format including different layers for topography, physical features, existing facilities, future facilities, roads, utility and service routes and any other necessary information.
- b) Five (5No) A1 size coloured prints on white heavy gauge gloss paper
- c) Ten (10No) A3 size coloured prints on white heavy gauge gloss paper
- d) Five (5No) A3 size coloured prints framed (varnished mahogany timber frames) for display.

### **3.1 CONSULTANCY SERVICES TO BE PROVIDED BY A SINGLE FIRM OF CONSULTANTS**

The services for the Master Plan assignment shall be provided by a single firm as a consortium of all the required disciplines/experts, with the Planner as the lead Consultant. Evaluation shall be done in accordance with the RFP on the basis of the consortium submitting the Proposal.

### **3.2 The Planner**

A registered and practicing physical Planner, who shall also be the Lead Consultant, shall be

expected to interpret the Client's requirements into a Master Plan concept, design to detail such a concept, co-ordinate and integrate any design work by other Consultants into his/her design. The success of the Master Plan production project will depend largely on the effectiveness of interpretation of the Client's needs and co-ordination between the various experts required.

The duties of the Consultant during the assignments shall comprise, but not be limited to the activities described in the following tasks;

1. Preparatory works and brief review including the evaluation of the Client's needs;
2. Projecting detailed land uses for short term and long term spatial development;
3. Site surveys and preparation of status reports;

### **3.3 The Land Surveyor/ GIS Expert**

The Consultant shall collect data, interpret them and transform them through measurements and calculations into a form that can be set out on the ground to guide the works. The Consultant shall be responsible for establishing controls to be used for setting out and eventual control of the works as listed below:

1. Show the general topography of the site in relation to proposed activities.
2. Preparation of topographical map for the whole site with contours at appropriate scale.

### **3.4 The Environmental Management Expert**

The Consultant shall be responsible for conducting an Environmental Impact Assessment Audit for the project, preparing an EIA Project Report for submission to National Environmental management authority (NEMA) for subsequent ~~issue~~ of the EIA License and the specific objectives, among others, shall be:

1. A concise review and description of the National Environmental Legislative and Regulatory framework as pertains to the client's intended activities.
2. Environmental effects of the project including socio-cultural effects and the direct, indirect, cumulative, irreversible and the anticipated short-term and long-term effects.



3. To review the performance of Bomet University College in environmental management and mitigation measures into the operation of the project and make practical recommendation for improving performance.
4. An Environmental Management Plan (EMP) encompassing the measures for eliminating, minimizing and/or mitigating adverse impacts on the environment including the cost, time frame and responsibility to implement the measures.
5. To ensure and record compliance monitoring based on developed screening Checklist, environmental management and monitoring plans.
6. To identify cumulative effects resulting from various activities within the provision of an action plan for the prevention and management of foreseeable accidents and hazardous activities in the cause of carrying out the development projects.
7. Undertake Environmental Impact Assessment and submit to NEMA for Approval and obtain license for all Projects in the Master Plan.

### 3.5 REPORTING AND TIME SCHEDULE

	Report	Time
1	Inception Stage Report	
2	Preliminary Scheme Design Stage	
3	Submit draft Master Plan for approval	
4	Incorporate Comments	
5.	Final Master Plan	

In preparing this offer, the tenderer shall assume an approval time of two (2) weeks for the Preliminary Design Report and all special project reports; and one (1) week for all other documents which need the consent of the Client. The Assignment Period for the Preliminary Scheme Design Stage is four (4) Months. All drawings forming part of the reports shall be reproduced in a reduced scale and presented in A3 format. Nevertheless, the original drawings shall be prepared in an appropriate format (A0, A1) and submitted in two copies to the Client.

All reports and drawings shall be submitted in hard copy and soft copy in a digitalized format, compatible with Microsoft Office, ArchiCAD and AutoCAD latest versions or any other applicable software.

All reports shall be submitted in English language.

Interested consulting firms must provide information indicating their qualification to perform the services (company profile, description of similar assignments, experience in similar projects, availability of appropriate skills among staff, etc.).

Interested eligible bidders who wish to apply should address their bids in two separate envelopes; (i) Request for Proposal, and (ii) Financial Proposal, and deliver to:

The Principal Bomet  
 University College  
 P.O. Box 701 – 20400  
 BOMET.  
[www.buc.ac.ke](http://www.buc.ac.ke)

## **4.0 SECTION II – INFORMATION TO CONSULTANTS (ITC)**

### **4.1 INTRODUCTION**

4.1.1. The Client named the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.

4.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix.

4.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable.

4.1.4 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and

(ii) the Client is not bound to accept any of the proposals submitted.

The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.

4.1.5 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### **4.2. Clarification and Amendment of RFP Documents**

4.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client’s address indicated in the Appendix “ITC”. The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

4.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the

submission of proposals.

### 4.3 Preparation of Technical Proposal

4.3.1 The Consultants proposal shall be written in English language

4.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

4.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.

- i. For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- ii. It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- iii. Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- iv. Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

4.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

- i. A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- ii. Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.

- iii. A description of the methodology and work plan for performing the assignment.
- iv. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- v. CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- vi. Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.

Any additional information requested in Appendix "ITC".

#### **4.3.5 The Technical Proposal shall not include any financial information.**

### **4.4 Preparation of Financial Proposal**

- 4.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.
- 4.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "ITC" specifies otherwise.
- 4.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 4.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal Submission Form.
- 4.4.5 The Proposal must remain valid for 120 days after the submission date. During this

period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

#### **4.5 Submission, Receipt, and Opening of Proposals**

- 4.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
- 4.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix "A". Each Technical Proposal and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 4.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and warning: "DO NOT OPEN WITH THE TECHNICAL PROPOSAL". Both envelopes shall be placed into an outer envelope and sealed and Marked.

**TENDER NO.AND "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE."**

The tender advertisement period commences from the date the tender was uploaded in the BUC Website

- 4.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix "ITC". Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 4.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

#### **4.6 Proposal Evaluation General**

- 4.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix "ITC". Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.
- 4.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 4.6.3 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.
- 4.6.4 The method of Selection is as indicated in Appendix "ITC".

**4.7 Evaluation of Technical Proposal**

- 4.7.1 When preparing the technical and the financial proposals the Consultant MUST make reference to sections III and IV respectively and must comply with the guidelines. Consultants who do not submit a Tender Security in the format requested will be automatically disqualified. The tender security should be valid for period of one twenty days (120) from the date of tender opening and from a reputable bank or insurance approved by Public Procurement Regulatory Authority (PPRA) MUST be enclosed together with Technical Proposal.

The evaluation committee appointed by the accounting Officer shall evaluate the proposals on the basis of their responsiveness to the Mandatory requirements, Terms of Reference, Technical and Financial criteria as follows

**Mandatory Requirements:**

The Request for proposal **MUST** be submitted with the following mandatory requirements: -

	Criteria	Yes/No
1	provide Company Registration Certificate- attach copy	
2	Provide Tender security equivalent to 2% of the Tender Sum.	
3	Provide Valid Tax Compliance Certificate or proof of exemption- attach copy	

4	Dully completed the confidential business questionnaire	
5	Dully completed a self-declaration that the bidder/person will not engage in any corrupt or fraudulent practice	
6	Dully completed a self-declaration that the bidder/person is not debarred in the matter of public procurement?	
7	Bidder must submit two copies marked "Original" and a copy marked (Separated) "Copy" of each of the proposals (Technical & Financial)	
8	Provide evidence of having undertaken a similar job in the last three (3) years Attach at least four (4) reference letters, completion certificates and or Service orders	
9	Bid documents must be dully bound and sequentially serialized (page numbered)	

**Mandatory requirements must be submitted under Technical Proposal.**

Only Bidders who comply with the Mandatory Requirements shall be subjected to

Technical Evaluation. The evaluation of Mandatory Requirement shall be **YES** or **NO**. A Bidder must score a **YES** in all items to qualify for Technical Evaluation.

Where the bidder is a joint venture (consortium), each member of the consortium shall be subjected to the mandatory requirements (1-9) independently. The Consortium must provide a contract agreement as proof of the joint venture.

**Technical Evaluation Criteria**

	CRITERIA	MARKS
<b>A.</b>	<b><u>Experience of the Firm</u></b>	
1	Provide description of the firm (company profile) including organizational chart.	5
2	Provide Recommendation Letters/completion certificates and or local service orders from at least 4 Public entities that the consultant have been in developing master plans and land use development plans	15



4	Adequacy of the proposed work-plan and methodology to be applied:	30
5	Provide Comment on Terms of Reference (2mks)	5
7	Demonstrate Capability to Undertake the assignment and provide adequate team for this exercise	5
8	A Proposed methodology, Work Plan and schedule of activities with clear procedures and timeline	5

B	<b><u>Human Resource Capacity</u></b>	
9	<p>The Lead Consultant must have the following qualifications;</p> <ul style="list-style-type: none"> <li>• Has undertaken at least 4 Master plan development projects in the public sector since 2017</li> <li>• Postgraduate degree in physical Planning, Msc in physical planning, urban and regional planning or any other related Qualifications</li> </ul> <p>Registered physical planner with a valid practicing certification, attached a copy of practicing certificate</p> <ul style="list-style-type: none"> <li>• At least 5 years' experience in advising government agencies and corporations on all elements of physical planning</li> <li>• Multi-sector experience in physical planning and environmental planning preferably for a University;</li> <li>• Good English communication and writing skills, especially in report writing, are essential;</li> </ul>	20

	<p>The other team members must have the following qualifications, (Max 3staff) 5points each Member (attach copies of CVs' &amp; Certificates);</p> <p>1. Land surveyor and GIS expert</p> <ul style="list-style-type: none"> <li>• Qualifications in survey, GIS mapping, Geography etc.</li> <li>• Experienced in land surveying, GIS resource mapping and Remote sensing</li> <li>• Masters in GIS and remote sensing is added advantage</li> </ul> <p>2. Environmental planner</p> <ul style="list-style-type: none"> <li>• Degree in Environmental Resource Planning, Natural Resource Management and any other environmental related Qualifications</li> <li>• Good English communication and writing skills, especially in report writing, are essential</li> <li>• NEMA Practicing License as a lead Consultant</li> </ul>	10
C	<b><u>Financial capability</u></b>	
12	<p>Must demonstrate financial capability in carrying out the Consultancy work- (Attach certified Audited Accounts for the last two (2) (-2019 &amp; 2020) years or equivalent). Average Annual Turnover- Kshs 5 million and above. (5Marks)Average Annual Turnover- below Kshs 5 million (2.5Mark)</p>	5
	<b>GRAND TOTAL</b>	<b>100</b>

**Only Bidders who will attain a threshold score of 70% above in the technical evaluation Will be considered technically responsive and subjected to financial evaluation.**

Each responsive proposal will be given a Technical Score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix "ITC". Each responsive proposal will be a Technical Score (St).

#### **4.8 Public Opening and Evaluation of Financial Proposal**

- 4.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.
- 4.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 4.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be  
Included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 4.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such

proof shall be attached by the Consultant in the financial proposal.

- 4.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-

$Sf = 100 \times Fm/F$  where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal;  $T + p = 1$ ) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows: -  $S = St \times T \% + Sf \times P \%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

- 4.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.
- 4.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 4.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 4.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## 4.9 Negotiations

- 4.9.1 Negotiations will be held at the same address as "address to send information to the Client" indicated in the Appendix "ITC". The aim is to reach agreement on all points and sign a contract.
- 4.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 4.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).

- 4.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 4.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.
- 4.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

#### **4.10 Award of Contract**

- 4.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.
- 4.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "ITC".
- 4.10.3** The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an Administrative Review request. The assignment is estimated to take a period of **4 months**.
- 4.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 4.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 4.10.6 To qualify for contract awards, the tenderer shall have the following:
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
  - (b) Legal capacity to enter into a contract for procurement

- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.
- (e) Performance bond at the rate indicated in the Appendix "ITC". Successful bidders will be required to submit a performance bond of 10% of the total bid price from a reputable bank or financial institution approved by Public Procurement and Regulatory Authority (PPRA). The bond shall be valid for a period of three (3) months from the date of signing contract.

#### **4.11 Confidentiality**

4.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

#### **4.12 Corrupt or fraudulent practices**

4.12.1 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.

4.12.2 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.

4.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

#### **Appendix to information to consultants**

##### **Note on the Appendix to Information to Consultants**

1. The Appendix to information to consultant is intended to assist the procuring entity in providing specific information in relation to corresponding claims in the information to consultants included in Section II and the appendix has to be prepared for each specific consultancy.
2. The Procuring entity should specify in the appendix information and requirements

specific to the circumstances of the procuring entity, the assignment of the consultancy and the proposals evaluation criteria that will apply to the RFP Consultancy.

3. In preparing the appendix the following aspects should be taken into consideration.
  - (a) The information that specifies or complements provisions of Section II to be incorporated.
  - (b) Amendments of Section II as necessitated by the circumstances of the specific consultancy to be also incorporated
  - (c) Section II should remain unchanged and any changes or amendments should be introduced through the appendix.

The following information for procurement of consultancy services and selection of consultants shall complement or amend the provisions of the information to consultants, wherever there is a conflict between the provisions of the information and to consultants and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to consultants.

#### **Clause**

#### **Reference**

#### **Clause**

#### **Reference**

1.1 The Name of the Client: Bomet University College

1.1.1 The method of selection is: **Quality and Cost Based Selection (QCBS)**. Method takes into account the quality of the proposal and the cost of the services in the selection of the successful bidder.

1.1.2 The name, objective and description of the assignment (Consultancy service for development of a Master plan for Bomet university College

**1.1.3** Technical and Financial Proposals (Separated) are requested: **Yes**

2.1.4 The Client will provide all documentations relevant to the assignment.



2.5.2 Consultants MUST submit two copies marked “original” and two copies marked “copy” of each of the proposals.

2.5.3 The proposal submission address is:

**Principal- Bomet University College**  
**P.O. Box 701– 00400**  
**Bomet, Kenya**

2.5.4 The Bids should be deposited in the Tender Box at the Bomet University Offices on the address below not later than . All late submissions will be rejected.

2.7.1 The minimum technical score required to pass is **70%; only bidders who score 70% and above will be subjected to financial evaluation.** Those who score below 70% will be eliminated at this stage from the entire evaluation process and will not be considered further.

2.8.5 Bidders will be ranked according to their combined technical (TS) and financial (FS) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + p = I) indicated below. The combined technical and financial score, S, shall be calculated as follows: -

$$S = TS \times T \% + FS \times P \%$$

**Weighting**

$$T = 0.70$$

$$P = 0.30$$

2.8.6 The method of selection is: **Quality Cost Based Selection Method** (Quality of proposal; -technical and prices taken into consideration (Tender shall be awarded to the technically and financially responsive bidder with the highest combined score).

**2.10 Before notification of award, the successful bidder will be subjected to due diligence. An unfavorable reference may lead to disqualification.**

## DATA SHEET

<b>Clause Ref:</b>	<b>General</b>
1.1	<p><b>1 Name of Client:</b> The procuring entity is Bomet University College</p> <p><b>2.Recipient:</b> The Services shall be delivered to Bomet University College</p> <p><b>3.Method of Selection:</b> Quality and Cost Based Selection(QCBS)</p>
1.2	The name and reference number of the Invitation to RFP Consultancy services for Development of Master Plan for Bomet University College NO. <b>BUC/OT/RFP/ADMIN/1/2020-2021</b>
1.3	<p><b>Clarifications</b></p> <p>1.Requests for clarification quoting the tender number and title must be received by before 10.00am East African time Clarification requests received after this date and time shall not be responded to. Response to queries are expected to have been sent out to all bidders</p> <p>Clarifications on any aspect of this RFP including the detailed terms of reference must be addressed and submitted to the Bomet University College -Procurement Unit on official letterhead only by registered mail or hand delivered to the address and contacts below.</p> <p>2.The address and contact for submitting proposal and requesting clarifications is as follows: -</p> <p style="text-align: center;"><b>The Principal Bomet University College</b>  <b>P.O. Box 701-00400</b>  <b>Bomet-Kenya</b></p>
	<b>2.0 Preparation of Proposal</b>
2.1	The currency specified for this proposal is Kenya shillings
2.2	The proposal(s) must remain valid for 120 days from the date of submission
2.3	The bidder shall submit one (1) original and one (1) copy of its Technical
	<b>3.0 Submission of Proposal</b>

3.1	Proposals must be received deposited in the tender box before 10.00 am East African Time(GMT +3) before 13 <sup>th</sup> April,2021 at the address indicated in 1.3
3.2	Bidders must submit the original and copy of the technical proposal as well as the original of the Financial proposal and copy. In both cases the proposal must be printed in indelible ink and clearly bound. The original copy must be clearly marked “Original” and copy marked clearly as “Copy”(Separated)
3.3	Submission of proposal by electronic mail is not allowed
3.4	<p><b>Opening of technical and financial proposals</b></p> <p>1. Opening of technical proposal shall be undertaken immediately following the proposal submission. Bidders or their authorized representatives are allowed to attend and observe the technical proposal opening if they so choose. The bidders or their representatives shall sign a register of attendance.</p> <p>2. The bidder’s names and the presence or absence of Bidder’s Declaration integrity pact and other such details as the Bomet University College, at its discretion, may consider appropriate will be announced at the opening.</p> <p>1. The opening of financial proposals shall be undertaken only for bidders whose technical proposals meet the minimum technical score as detailed in clause 4.2 below.</p> <p>2. Bidders who do not meet the minimum technical score shall not proceed to the financial evaluation stage and shall have their unopened financial proposal returned to them.</p>
	<b>4.0 Evaluation and comparison of Proposals</b>
4.1	<b>Currency:</b> The currency for evaluation process will be Kenyan Shillings
4.2	<b>Proposal evaluation and criteria and process</b>

	<p>In assessing the proposals submitted, the tender processing committee/Evaluation committee will carry out 4 stage (Quality and Cost Based Selection process) as follows:</p> <p><b>1.Mandatory</b></p> <p>Firms must provide all the mandatory requirements. Only firms that meet all mandatory requirements proceed to technical evaluation</p> <p><b>2.Technical evaluation</b></p> <p>(a) The technical evaluation will be on a scoring system marked out of a maximum of 70 marks. Only proposals that score at least 70% in this</p>
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Technical Evaluation will be deemed to be technically responsive and eligible for the next stage.

## Financial evaluation

The financial evaluation will allocate the least –cost qualified bidder (i.e. the bidder with the lowest cost quotation among those who attain a score of at least 80% in the overall technical evaluation) with a maximum financial score of 20%. Other qualifying bidders will then have their financial scores reduced in proportion to their excess over minimum qualifying cost quotation.

### The formula

$P_c = L_p/P \times 30$  shall be used where: P=Price,  $P_c$ =Percentage allocated,  $L_p$  = Lowest price quoted

### 4 Total proposal score

A total proposal score will then be ascribed to each qualifying bidder, as the sum of:

Technical score 70%; and

Financial score 30% as calculated above.

Finally, bidders will be ranked by total proposal score and the highest scoring bidder overall will be selected as the successful bidder. Where, the highest scoring bidder is unable to confirm availability of the work, the next highest combined scoring bidder will be selected as the successful bidder.

## 5.0 SECTION III: - TECHNICAL PROPOSAL

### Notes on the preparation of the Technical Proposals

- 5.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.
- 5.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 5.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

## 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:]*

*[Email Address:]*

## FIRM'S REFERENCES

### Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Assignment y	Name: Country	
Location within Country:		Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:		Clients contact person for the assignment.
Address:		No of Staff-Months; Duration of Assignment:
Start Date (Month/Year) Completion Date (Month/Year):		Approx. Value of Services (Kshs)
Name of Associated Consultants. If any:		No of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of project:		
Description of Actual Services Provided by Your Staff:		

Firm's Name:

Name and title of signatory;

*(May be amended as necessary)*

..



**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.

**DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING  
THE  
ASSIGNMENT**

# TEAM COMPOSITION AND TASK ASSIGNMENTS

## 1. Technical/Managerial Staff

Name	Position	Task

## 2. Support Staff

Name	Position	Task

# 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:

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Detailed Tasks Assigned:

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## 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].*

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## 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.]*

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**Certification:**

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

Date:

*[Signature of staff member]*

Date:

*[Signature of authorised representative of the firm]*

Full name of staff member:

Full name of authorized representative:

# TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

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

Reports Due:

Activities Duration:

Signature:  
(Authorized representative)

Full Name:

Title:

Address:

**ACTIVITY (WORK) SCHEDULE (a). Field Investigation and Study Items**

[1<sup>st</sup>, 2<sup>nd</sup>, etc, are months from the start of assignment)

	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>	10 <sup>th</sup>	11 <sup>th</sup>	12 <sup>th</sup>	
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	

## **6.0 SECTION IV: - FINANCIAL PROPOSAL**

### Notes on preparation of Financial Proposal

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

The financial proposal should be prepared using the Standard forms provided in this part



**FINANCIAL PROPOSAL SUBMISSION FORM**

[ Date]

To:

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*[Name and address of Client]*

Ladies/Gentlemen:

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

We remain,

Yours sincerely,

*[Authorized Signature]*

:

*[Name and Title of Signatory]:*

*[Name of Firm]*

*[Address]*

**SUMMARY OF COSTS**

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		<hr/>

**BREAKDOWN OF PRICE PER ACTIVITY**

Activity NO.:	Description:
Price Component	Amount(s)
Remuneration	
Reimbursables	
Miscellaneous	
Expenses	
Subtotal	_____

# BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____	
Names	Position	Input (Staff months, Remuneration days or hours Rate as appropriate.)	Amount
Regular staff			
(i)			
(ii)			
Consultants			
Grand Total			_____

# REIMBURSABLES PER ACTIVITY

Activity No: \_\_\_\_\_

Name: \_\_\_\_\_

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			
	Grand Total				_____

# MISCELLANEOUS EXPENSES

Activity No. \_\_\_\_\_ Activity Name:

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs <hr/> (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software				
4.	Grand Total				<hr/>

## **7.0 SECTION V: - TERMS OF REFERENCE**

7.1 Terms of Reference are the initial statement to the consultant of the services to be performed and should therefore be clear and precise and should contain the following sections:

- (a) Background,
- (b) Objectives of the assignment,
- (c) Scope of the Services,
- (d) Training (where appropriate),
- (e) Reports and Time Schedule,
- (f) Data Services, Personnel and Facilities to be provided by the Client, and
- (g) Terms of Payment.

7.2 This Section should be prepared very carefully by the procuring entity to ensure that the consultancy assignment is well understood by the consultants.

## 8.0 SECTION VI: STANDARD FORMS OF CONTRACT

ANNEX I

REPUBLIC OF KENYA

STANDARD FORM OF CONTRACT FOR

CONSULTING SERVICES

### I. FORM OF CONTRACT

SAMPLE CONTRACT FOR CONSULTING  
SERVICES SMALL ASSIGNMENTS  
LUMP-SUM

PAYMENTS

CONTRACT

This Agreement, [hereinafter called "the Contract"] is entered into this \_\_\_\_\_ [Insert starting date of assignment], by and between \_\_\_\_\_ [Insert Client's name] of [or whose registered office is situated at] \_\_\_\_\_ [insert Client's address] (hereinafter called "the Client") of the one part AND

[Insert Consultant's name] of [or whose registered office is situated at] \_\_\_\_\_ [insert Consultant's address] (hereinafter called "the Consultant") of the other part.

WHEREAS the Client wishes to have the Consultant perform the services [hereinafter referred to as "the Services", and WHEREAS the Consultant is willing to perform the said Services,



NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services** (i) The Consultant shall perform the Services specified in Appendix A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract.
- (ii) The Consultant shall provide the personnel listed in Appendix B, "Consultant's Personnel," to perform the Services.
- (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, "Consultant's Reporting Obligations."

**2. Term** The Consultant shall perform the Services during the period commencing on \_\_\_\_\_ [Insert starting date] and continuing through to \_\_\_\_\_ [Insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.

(i)

**3. Payment**

A. Ceiling

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

B. Schedule of Payments

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

Kshs \_\_\_\_\_ upon the Client's receipt of a copy of this Contract signed by the Consultant;

Kshs \_\_\_\_\_ upon the Client's receipt of the draft report, acceptable to the Client; and

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

Kshs \_\_\_\_\_ Total

C. Payment Conditions

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

- 4. Project Administration**
- A. Coordinator.
- The Client designates \_\_\_\_\_ [insert name] as Client’s Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for payment.
- B. Reports.
- The reports listed in Appendix C, “Consultant’s Reporting Obligations,” shall be submitted in the course of the
- (ii)
- 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**
- The Contract shall be governed by the laws of Kenya

and **Contract and** the language of the Contract shall be English  
**Language. 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.

(iii)

FOR THE CLIENT

FOR THE CONSULTANT

Full name; \_\_\_\_\_ Full name;

Title: \_\_\_\_\_ Title:

Signature; \_\_\_\_\_ Signature;

Date; \_\_\_\_\_ Date;

(iv)

## LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of

Services Appendix B: Consultant's Personnel

Appendix C: Consultant's Reporting Obligations

# LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

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To:

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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.

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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*) of .....dated the...day of  
.....20.....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