



REPUBLIC OF KENYA
THE NATIONAL TREASURY AND PLANNING
P. O. BOX 30007-00100
NAIROBI

REQUEST FOR PROPOSALS (RFP)

FOR

**CONSULTANCY SERVICE TO ESTIMATE NATIONAL
PARAMETERS AND COMMODITY SPECIFIC
CONVERSION FACTORS (CSCFs)**

TENDER NO. TNT/036/2019 - 2020

CLOSING DATE: THURSDAY 11TH JUNE, 2020 AT 11.00 AM.

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SECTION I - LETTER OF INVITATION



REPUBLIC OF KENYA
THE NATIONAL TREASURY AND PLANNING
NATIONAL COMPETITIVE BIDDING
REQUEST FOR PROPOSALS (RFP)
CONSULTANCY SERVICE TO ESTIMATE NATIONAL PARAMETERS AND
COMMODITY SPECIFIC CONVERSION FACTORS (CSCFS).
TENDER NO. TNT/036/2019-2020

The National Treasury Invites Request for Proposals (RFP) from interested Consultants for Provision of Consultancy Services to Estimate National Parameters and Commodity Specific Conversion Factors (CSCFS).

A complete set of request for proposal documents may be downloaded by interested candidates free of charge at www.treasury.go.ke or www.tender.go.ke and those who have downloaded the document from the website must forward their particulars immediately for recording and any further clarifications and addenda to procurement@treasury.go.ke.

Completed Tender Documents, both “Original” and “Copies”, enclosed in plain sealed envelopes, marked RFP with the relevant RFP number and title shall be addressed to:

The Principal Secretary,
The National Treasury,
PO Box 30007 – 00100,
Nairobi, Kenya

and be deposited in the tender box provided at the Treasury Building, 6th Floor, Harambee Avenue, Nairobi, so as to be received on or before Thursday 11th June, 2020 at 11.00 a.m.

Bids shall be accompanied by a Bid Security of Kenya Shillings Five Hundred Thousand Only (Kshs. 500,000.00) from a reputable Financial Institution in Kenya valid for 30 days beyond Tender Validity period.

All Bid Documents must be sequentially serialized / paginated.

Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend the opening at The National Treasury, Treasury Building, 6th Floor, Conference Room No. 603 on Thursday 11th June, 2020 at 11.00 a.m.

HEAD, SUPPLY CHAIN MANAGEMENT SERVICES
FOR: PRINCIPAL SECRETARY/NATIONAL TREASURY

SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 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.
- 2.1.2 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. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand 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. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 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.
- 2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall be free.
- 2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

2.2.1 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.

2.2.2 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.

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language.

2.3.2 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.

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

- (i) 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.
- (ii) 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.
- (iii) It is desirable that the majorities of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.

- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

2.3.4 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.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix ITC specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix ITC.

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

2.4.1 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.

- 2.4.2 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.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 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.
- 2.4.5 The Proposal must remain valid for 60 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.

2.5 Submission, Receipt, and Opening of Proposals

- 2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation 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.
- 2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix ITC. Each Technical Proposal and Financial Proposal shall be marked **“ORIGINAL”** or **“COPY”** as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked **“TECHNICAL PROPOSAL,”** and the original and all copies of the Financial Proposal in a sealed envelope clearly marked **“FINANCIAL PROPOSAL”** and warning: **“DO NOT OPEN WITH THE TECHNICAL PROPOSAL”**. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix **“ITC”** and be clearly marked, **“DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.”**
- 2.5.4 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.
- 2.5.5 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.

2.6 Proposal Evaluation General

- 2.6.1 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.
- 2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.7 Evaluation of Technical Proposal

- 2.7.1 The evaluation committee, appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria and point system specified in the Appendix “ITC”.

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”.

2.8 Public Opening and Evaluation of Financial Proposal

- 2.8.1 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.

- 2.8.2 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.
- 2.8.3 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.
- 2.8.4 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.

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

$S_f = 100 \times \frac{F_m}{F}$ where S_f is the financial score; F_m 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 (S_t) and financial (S_f) 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:- $S = S_t \times T \% + S_f \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.

2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price

2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Negotiations

2.9.1 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.

2.9.2 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.

2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).

- 2.9.4 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.
- 2.9.5 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.
- 2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

- 2.10.1 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 unopened.
- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix ITC.
- 2.10.3 The parties to the contract shall have it signed within 7 days from the date of notification of contract award unless there is an administrative review request.
- 2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.5 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.
- 2.10.6 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.

2.11 Confidentiality

2.11.1 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.

2.12 Corrupt or fraudulent practices

2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

Appendix to Information to Consultants (ITC)

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.

2.1 The name of the Client is: **THE NATIONAL TREASURY**

2.1.1 The method of selection is: **Quality Cost Based Selection**

2.1.2 Technical and Financial Proposals are requested for: **Provision of Consultancy service to Estimate National Parameters and Commodity Specific Conversion Factors (CSCFS).**

The name(s), address (es) and telephone numbers of the Client's official(s) are:

**The National Treasury
Harambee Avenue
6TH floor, room 619
P.O. Box 30007 - 00100
Nairobi
Tel: +254-20-2252299**

2.1.4 The Client will provide the following inputs: **Information regarding the tender will be provided to the successful firm**

2.1.5 (i) The estimated number of professional staff months required for the assignment is: **24 weeks**

(ii) The minimum required experience of proposed professional staff is:
10years

2.1.6 Training is a specific component of this assignment: **Yes**

2.2.1 Clarifications may be requested **seven (7)** days before the submission date.
The address for requesting clarification is:

**The National Treasury
Harambee Avenue
6TH floor, room 601
P.O. Box 30007 00100,
Nairobi
Tel: +254-20-2252299**

2.3.1 Proposals should be submitted in English Language

2.3.2 a. Listed firms / entities are not allowed to associate with each other and employees of the National Treasury

- b. The estimated number of consultancy months / days required for the assignment is: **Twenty Four (24) weeks**
- c. The minimum qualification for a firm and experience is as follows;

Mandatory Requirement

- i) Certificate of Incorporation or Certificate of Registration or equivalent for the International firms which must be certified by the Kenyan Mission in the respective countries of origin or the respective mission in Kenya (For each party/member of consortium in case of a joint venture)
- ii) Valid current Tax Compliance Certificate or equivalent for the International firms which must be certified by the Kenyan Mission in the respective countries of origin or the respective mission in Kenya (For each party/member of consortium in case of a joint venture)
- iii) Certificate of Confirmation of Directors and Shareholding (CR 12) (Issued within the last 12 Months to Tender Opening Date) or equivalent for the International firms which must be certified by the Kenyan Mission in the respective countries of origin or the respective mission in Kenya.
- iv) Bid Security of **Kshs. 500,000.00 (Kenya Shillings Five Hundred Thousand Only)** from a reputable Financial Institution in Kenya valid for 30 days beyond Tender Validity period. (Prime / Lead Bidder to provide) (**Must be attached in the Technical Proposals**)
- v) The bid document “**Original**” and “**Copies**” must be sequentially paginated / serialized.
- vi) Duly filled, signed and Stamped Technical Proposal Submission Form (**To be attached in the Technical Proposal**)
- vii) Duly filled, signed and Stamped Financial Proposal Submission Form (**To be attached in the Financial Proposal**)

2.3.3 (i) Firms are allowed to associated with other firms or entities in a Joint Venture as appropriate

2.4.2 Taxes

The financial proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the consultants, the sub consultants, and their personnel as charges required under the Kenyan law. Allowed reimbursable for tax purposes shall be within the tax law.

2.4.3 Consultants to state local cost in Kenya Shillings

2.4.5 Proposals must remain valid for **150 days** after the submission

2.5.2 Consultants must submit **one (1) original and Five (5) copies (technical proposals)** and **one (1) original and Five (5) copies (financial proposals)**.

2.5.3 The proposal submission address is:

Principal Secretary,
The National Treasury,
P.O. Box 30007 00100
Nairobi

2.5.3 Proposals must be submitted no later than the following date and time:
Thursday 11th June, 2020 at 11.00 am

2.6.1 The address to send information to the Client is

Principal Secretary,
The National Treasury,
P.O. Box 30007 - 00100
Nairobi

2.6.3 The minimum technical score required to pass: **70%**

2.7.1 The number of points to be given under each of the evaluation criteria are:

Evaluation Criteria

Mandatory Requirement

- i) Certificate of Incorporation or Certificate of Registration or equivalent for the International firms which must be certified by the Kenyan Mission in the respective countries of origin or the respective mission in Kenya (For each party/member of consortium in case of a joint venture)
- ii) Valid current Tax Compliance Certificate or equivalent for the International firms which must be certified by the Kenyan Mission in the respective countries of origin or the respective mission in Kenya (For each party/member of consortium in case of a joint venture)
- iii) Certificate of Confirmation of Directors and Shareholding (CR 12) (Issued within the last 12 Months to Tender Opening Date) or equivalent for the International firms which must be certified by the Kenyan Mission in the respective countries of origin or the respective mission in Kenya.
- iv) Bid Security of **Kshs. 500,000.00 (Kenya Shillings Five Hundred Thousand Only)** from a reputable Financial Institution in Kenya valid for 30 days beyond Tender Validity period. (Prime / Lead Bidder to provide) (**Must be attached in the Technical Proposals**)
- v) The bid document “**Original**” and “**Copies**” must be sequentially paginated / serialized.
- vi) Duly filled, signed and Stamped Technical Proposal Submission Form (**To be attached in the Technical Proposal**)
- vii) Duly filled, signed and Stamped Financial Proposal Submission Form (**To be attached in the Financial Proposal**)

Detailed technical evaluation

1. Evaluation Criteria

S/No.		Max Scores
1.	Specific experience of the firm/consultancy firm related to the assignment (25 marks)	25
	a) Have been in existence for at least 10 years	5
	b) Evidence of successful completion of similar assignments in a tax institution or an agency responsible for public finance management. At least 3 assignments preferably within the last 5 years. (Provide links to web-based databases of national parameters and conversion factors and attach contracts / LPO/LSOs). NB: The contact details should include the telephone number, postal address, permanent address and email address of the references.	20
2.	Adequacy of the proposed work plan and methodology in responding to the Terms of Reference (30 Marks)	30
	a. Detailed Methodology or Approach for implementing the assignment	10
	b. Understanding the scope of work / interpretation of TOR's	10
	c. Work plan or programme of action incorporating all the activities to be undertaken as per the Terms of Reference	10
3.	Qualifications and competence of the key staff for the Assignment (35 Marks)	35
	I. Lead consultant (14 Marks)	
	a. Advanced university degree (Doctor of Philosophy and Masters or their equivalent) in Economics or Econometrics from a recognized university. (2 Marks)	4
	b. Certification in Project/ Public Investment Appraisal and Risk Analysis (2 Marks)	
	c. A minimum of over 10 years' experience in conducting economic research and surveys, economic modelling, estimating national parameters and commodity specific conversion factors and economic appraisal of public investment projects at a national or international levels. (4 Marks)	3
	d. Evidence of at least 3 assignments involving the estimation of National Parameters, Commodity Specific Conversion Factors within the last 5 years. Attach Contracts	3
	e. Experience in planning, managing and directing major research projects and publications	3
	f. Participation in the training or capacity building programmes on public investment appraisal is an added advantage	1
	II. Other key staff (at least 3) (21 Marks)	
	a. At least a Master's degree in Economics, Econometrics, Development Economics, Economic Regulation, Public Policy,	9

	Project Management, Strategic management, Health, Education from a recognized university (6 Marks) b. Certification on Project / Public Investment appraisal and risk analysis (3 Marks)	
	c. A minimum of over 10 years of proven record and experience in research, conducting surveys, economic modelling, estimation of national parameters and commodity specific conversion factors.	6
	d. Evidence of at least 1 assignment showing their participation in the either estimation of National Parameters, Commodity Specific Conversion Factors or appraisal of Public Investment projects within the last 5 years. 1 Mark each	3
	e. Participation in the training or capacity building programmes on integrated project appraisal is an added advantage	3
4.	Capacity Building- Training and knowledge transfer (10 Marks) Evidence of at least five years of experience in providing capacity building programs in investment appraisal and risk analysis in East Africa. a. Attach training and Knowledge Transfer work plan b. Demonstrate how Training and Knowledge Transfer will be undertaken.	10
	TOTAL	100

The total points are as summarized below;

	Points
(i) Experience of the firm/consultant	25
(ii) Proposed work plan and approach	30
(iii) Key Professional personnel	35
(iv) Capacity Building	10
Total	100

The minimum technical score required to pass was 70%.

- Consultant who scored 70% and above is recommended to be considered for financial evaluation.
- Consultant who scored less than 70% is disqualified from further evaluation.

2.8.4 The single currency for price conversions is Kenya Shillings

The source of official selling rates is Central Bank of Kenya (CBK)

The date of exchange rates is the date of opening of Financial Proposal.

2.8.5 The formulae for determining the Financial Score (S_f) is as follows: ($S_f = 100 \times \frac{FM}{F}$ where S_f is the financial score; F_m is the lowest priced financial proposal and

F is the price of the proposal under consideration or another proportional linear formula)

Alternative formulae for determining the financial scores is the following:

The weights given to the Technical and Financial Proposals are:

T= 0.80

P=0.20

2.9.1 The address for negotiations is:

**Principal Secretary,
The National Treasury,
P.O. Box 30007 00100
Nairobi**

2.10.1 The assignment is expected to commence seven (7) days after signing and approval of contract by the client.

2.10.2 The award shall be made after successful negotiations with the technically lowest evaluated Consultant.

SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

- 3.1 In preparing the Technical Proposal, the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultant's own risk and may result in rejection of the consultant's proposal.
- 3.2 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.
- 3.3 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.

SECTION III - TECHNICAL PROPOSAL

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

To: _____ [Name and address of Client)

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for _____
_____ [Title of consulting services] in accordance with your
Request for Proposal dated _____ [Date] and our Proposal. We are hereby
submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal
sealed under a separate envelope-where applicable].

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

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

:

_____ [Name of Firm]

:

_____ [Address:]

2. 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 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 Approx. Value of Services (Kshs) (Month/Year):
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)

3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

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

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

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

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

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

_____ Date: _____
[Signature of staff member]

_____ Date: _____
[Signature of authorised representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	Months (in the Form of a Bar Chart)												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: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

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

	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th	
Activity (Work)													

(b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
4. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

- 4.1 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.
- 4.2 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.
- 4.3 The Financial Proposal should be prepared using the Standard forms provided in this part

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

1. FINANCIAL PROPOSAL SUBMISSION FORM

To: _____ [Date]

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services to provide support to public entities in financial reporting 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]

2. SUMMARY OF COSTS

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

Please provide prices for each lot separately

3. BREAKDOWN OF PRICE PER ACTIVITY

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

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

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

5. 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				

6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

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

SECTION V: - TERMS OF REFERENCE

TERMS OF REFERENCE FOR CONSULTANCY FIRM TO ESTIMATE NATIONAL PARAMETERS AND COMMODITY SPECIFIC CONVERSION FACTORS (CSCFs).

2. Background

The Government of Kenya is committed to improving the implementation and management of Public Investment in the Country. It is in this regard that the National Treasury issued Guidelines on the Implementation of Capital Projects in September 2015. However, implementation experience has proved that most of the challenges affecting the implementation of public investment projects can be attributed inadequate project preparation and appraisal due to a lack of standards and methodological guidance to guide the appraisal process, a missing gate to review projects before financing and capacity gaps in terms of knowledge, information and expertise in the preparation, appraisal and management of public investment projects.

It is in that regard that Government developed a Public Investment Management framework and issued the Public Investment Management Guidelines that is expected to streamline the PIM process and improve efficiency and effectiveness in the management of public investments. In order to implement this framework, the National Treasury is expected to estimate the key National Parameters and Commodity Specific Conversion Factors (CSCF) and develop a methodological manual with the tools and techniques for the preparation, appraisal and approval of projects and build the capacity of Ministries, Department and Agencies (MDAs).

To achieve this objective, the National Treasury is now expected to estimate the key National Parameters and CSCFs that will be used to standardize project appraisal process across the National and County Governments. In that regard, the National Treasury intends to engage the services of an international consulting firm with expertise in these area to undertake the assignment.

3. Purpose of the consultancy

The purpose of these consultancy is to estimate key National Parameters, estimate the Commodity Specific Conversion Factors and develop a database for Commodity Specific Conversion Factors for Kenya.

4. Specific objectives

The specific objectives of the consultancy are:

- a) To estimate the key National Parameters that will be used in standardizing the appraisal of public investments in the country.
- b) To estimate the commodity specific conversion factors and list them under a harmonized system for classifying tradable and non-tradable goods.
- c) To develop a web based software with the capability to automatically calculate commodity specific conversion factors.
- d) Develop training materials, PowerPoint presentation and case studies for the training of trainers.

- e) Train 200 champions from the different sectors on the use of the National Parameters and the database of CSCFs as presented by the harmonized classification.

5. Scope of work

The scope of work for this consultancy is to estimate:

a) National Parameters

The consultant is expected to commence the assignment by presenting alternative approaches to estimate the National Parameters using the international accepted practices that are acceptable to the Principal Secretary in order to provide the National Treasury with alternatives for a policy decision on each of the following parameters.

- i). The Economic Opportunity Cost of Capital (EOCK).
- ii). The Economic Opportunity cost of using Public Funds.
- iii). Calculate the Economic Opportunity Cost of Capital for Regulated Markets with Fixed Prices and Rationing if any.
- iv). The Economic Opportunity Cost of Labor (EOCL) for different categories of labor including urban and rural labor, skilled and unskilled, expatriates, and retention of migrants.
- v). The Economic Opportunity Cost of Foreign Exchange or Foreign Exchange Premium (FEP).
- vi). Calculate the Premium for Non- Tradable Outlays (NTP)

b) Commodity Specific Conversion Factors (CSCFs)

The consultancy firm is expected to:

- i). Estimate conversion factors for all tradable that will be used to translate market prices for goods and services into corresponding economic value by accounting for various distortions that are present in the Kenyan economy including taxes, subsidies, monopolies among others. The estimation of CFs shall consider Regulated Markets with Fixed Prices and Rationing.
- ii). Estimate conversion factors for major non-tradable goods and services including but not limited to:
 - a) Telecommunication;
 - b) Transportation;
 - c) Construction;
 - d) Electricity;
 - e) Water;

c) CSCF Software and Harmonized Classification system

The consultancy firm is expected to develop a database containing CSCFs for tradable commodities, listed under the Harmonized System for classifying goods, and non-tradable items such as: Construction, Electricity, Telecommunication, Transportation and Water among others. The Commodity-Specific Conversion Factors Database shall be a web-based software

that provides open access to the National Parameters and CSCFs for tradable and non-tradable commodities and services. The website shall have the following features:

- (i) A comprehensive search engine that facilitates the search for the tradable commodities in the database
- (ii) Capability for users to automatically save their estimation results to an excel file and add various commodities (tradable or non-tradable) or different types of a particular tradable commodity to the download list each time CSCF is displayed for the commodity.
- (iii) Capability for users to temporary update the key inputs to the website in instances where there is changes in external factors such as custom duty rates, value-added taxes, environmental tax or the foreign exchange premium (FEP) while permanent updates of the key inputs is only restricted to the users with administrative access to the website through administrator login credentials.
- (iv) A comprehensive user manual is accessible through “Help” button on the Home Page describing how to use the system and all its components.
- (v) Administrative Manual serves as a guide to the Administrators who will be in charge of the website maintenance containing step-by-step instructions on how to navigate through the “Administrator” side of the website and instructions on the spreadsheets to be used by the admin for updates.

d) Training

The consultancy firm is expected to:

- (i) Develop training material in the form of PowerPoint Presentations, slides and suitable Kenyan case studies; and
- (ii) Train 200 champions on the methodology for 10 working days.

6. Deliverables

The major outputs of this consultancy include:

- a) Inception Report
- b) Final Survey Report with the estimated National Parameters and the Commodity Specific Conversion Factors (CSCFs).
- c) Commodity Specific Conversion Factors Software and a Web-based Harmonized Classification system for both tradable and non-tradable goods. The system source codes and copy rights will be owned by the National Treasury.
- d) Training material in the form of PPT presentation, Slides and suitable Kenyan case studies acceptable to the Principal Secretary.
- e) Training of Trainers (ToT) Report.

7. Personnel and Qualifications

The consultancy firm is expected to show evidence that they have a team of 4 experts who are available for the assignment with the following qualifications and skills.

	Specialist	No.	Qualification	Experience
1	Lead Consultant-Economic Appraisal Specialist.	1	<ul style="list-style-type: none"> a) Doctor of Philosophy is any economic related. b) Master's Degree in Economics or Econometrics, Development Economics or Economic Regulation. c) Certificate/Diploma in Project/Programme on Investment Appraisal and Risk Analysis 	<ul style="list-style-type: none"> a) Practical Experience of over 15 years in integrated project appraisal. b) Evidence of at least 3 assignments of a similar nature within the last 5 years
2	Economic appraisal specialist.	3	<ul style="list-style-type: none"> a) At least a Master's degree in Public Policy, Project Management, Strategic management, Health, Education from a recognized university b) Certificate/Diploma on Project / Public Investment appraisal and risk analysis 	<ul style="list-style-type: none"> a) A minimum of over 10 years of proven record and experience in integrated project appraisal. b) Evidence of 1 assignment of a similar nature within the last 5 years

8. Methodology and approach

The consultancy firm shall provide detailed approach and methodology acceptable to the Principal Secretary, National Treasury to be adopted for the assignment as part of the inception report.

9. Timeframe

The consultancy firm is expected to complete the work and present Two (2 No.) Hard Copies of the Final Survey Report and soft copy within a period of 24 weeks from the time of signing the contract. An inception report will be presented by the consultant within Two (2 No.) weeks of signing the contract.

The time schedule based on the consultant's proposals will have to be negotiated by the National Treasury before commencement of work.

10. Dissemination mechanism

The consultancy firm is expected to:

- i. Develop a user-friendly web based software system for purposes of enabling PIMS stakeholders to search, calculate, and up-date conversion factors for tradable and non-tradable goods.

- ii. Provide user manual in soft and hard form. The manual should set out the methodological approach used for all the estimates, the reasons for selecting the proposed methodology and data requirements.
- iii. Develop training manuals and the capacity of public officers on the use of the web-based system.

In each case, data limitations and assumptions made to overcome them should be clearly stated. The model to be used for future updating of the calculated values should be included.

11. Remuneration and payments

The Payment of the Consultancy firm shall be as follows

No	Expected Output	Timeline	Percentage Paid
1	Inception Report	2 nd Week	20%
2	Commodity Specific Conversion Factors Software, database and a harmonized system.	20 th Week	30%
4	Final Survey Report.	24 th Week	30%
3	Training Material: PPT Presentation, slides and Training of Trainers (ToT)	24 th Week	20%

12. Administrative Arrangements

a) Obligation of the Client

The obligations are as follows:

- i). The National Treasury will provide a coordinator as a contact point supported by a Review Group made up of key stakeholders' representatives.
- ii). The National Treasury will provide necessary documentation that may be required for the proposed assignment.

b) Obligation of the Consultant

The Consultancy firm will:

- i. Mobilize and provide the necessary expertise to satisfactorily deliver the expected outputs.
- ii. Provide training and knowledge transfer.

**ANNEX: CONTRACT FORMS
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.

- 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 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.

5. **Client Obligation** the Client will provide the following to the Consultants to enable them undertake the assignment smoothly:

1. Provide office space for the consultants.

2. Provide necessary assistants to the consultant(s) regarding availing of information/data.

- 6. 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.
- 7. 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.
- 8. 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.
- 9. 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.
- 10. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 11. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 12. 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.
- 13. Forced Majeure on non performance** (i) Where the performance by the Consultant of its obligation under the contract is delayed, hindered or prevented by an event or events beyond the reasonable control of the Consultant, the Consultant shall promptly notify the Client, in writing, of the nature of the force majeure event stating the anticipated delay in the performance of the contract.
- (ii) Upon the receipt of the notice under paragraph (i), the Client shall consider the request and determine if it is

reasonable to extend the time of the performance of the contract or terminate the contract based on the force majeure event.

14. 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.

15. Termination for Default

The Client may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Consultant, terminate this Contract in whole or in part:

- a) if the Consultant fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Client.
- b) if the Consultant fails to perform any other obligation(s) under the Contract.
- c) if the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Client terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Consultant shall be liable to the Client for any excess costs for such similar services.

16. Termination of insolvency

The Client may at anytime terminate the contract by giving written notice to the Consultant if the Consultant becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Consultant, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the Client.

17. Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

18. Severability

If at any time, any provision of this Contract is illegal, invalid

or unenforceable in any respect under any law, neither the legality, validity or enforceability of the remaining provisions will in any way be affected or impaired.

FOR THE CLIENT

FOR THE CONSULTANT

Full name; _____ Full name; _____

Title: _____ Title: _____

Signature; _____ Signature; _____

Date

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

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

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

..... APPLICANT

AND

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

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