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

REQUEST FOR PROPOSALS (RFP)

FOR

PROVISION OF CONSULTANCY SERVICES FOR THE IMPLEMENTATION OF KENYA'S REGIONAL INTEGRATION IMPLEMENTATION PROGRAMME (RIIP)

TENDER NO. TNT/054/2019-2020

CLOSING DATE: THURSDAY 2ND JULY, 2020 AT 11.00 AM.

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REPUBLIC OF KENYA
THE NATIONAL TREASURY AND PLANNING
NATIONAL COMPETITIVE BIDDING
PROVISION OF CONSULTANCY SERVICES FOR THE IMPLEMENTATION OF KENYA'S REGIONAL INTEGRATION IMPLEMENTATION PROGRAMME (RIIP)
TENDER NO. TNT/054/2019-2020

The National Treasury invites Request for Proposals (RFP) from interested consultants for Provision of Consultancy Services for the implementation of Kenya's Regional Integration Implementation Programme (RIIP).

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 Request for Proposal documents "**Original**" and "**Copies**", enclosed in plain sealed envelopes, marked RFP with the relevant RFP Reference Number and be addressed to:

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

Should 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 2nd July, 2020 at 11.00 a.m.**

Bids shall be accompanied by a Bid Security of **Kenya Shillings One Hundred and Fifty Thousand Only (Kshs. 150,000.00) from a reputable financial institution valid for 30 days beyond Tender Validit**y.

All Bid Documents must be 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 2nd July, 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 in 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 liase 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 (Sf) shall, unless an alternative formulae is indicated in the Appendix “ITC”, be as follows:-

Sf = 100 X $^{FM}/_{F}$ 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* = I) 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.

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

2.10.1The 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.

2.10.2The 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 Services for the implementation of Kenya's Regional Integration Implementation Programme (RIIP)**

2.1.3 A pre-proposal conference will be held with all eligible consultants on **N/A**

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: **Twenty Four (24) Months**

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

2.1.6 Training is a specific component of this assignment: **Yes, Training and Capacity Building**

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; **Yes**

2.3.3 a. listed firms / entities are not allowed to associate; **With Employees of the National Treasury**

b. The estimated number of consultancy months / days required for the assignment is: **Twenty Four (24) months**

c. The minimum qualification for a firm and experience of its key professional staff required is as follows;

(i) **Mandatory Requirement**

a. Certified copies of Certificate of Incorporation or Certificate of Registration
b. Certified copies of Valid Current Tax Compliance Certificate
c. Certified Copies of Certificate of Confirmation of Directors and Shareholding (CR 12) for Limited Companies or Copies of Identification Cards (ID) for partnerships and sole proprietors (Issued within the last 12 Months to Tender Opening Date)
d. Original Bid Security of **Kshs. 150,000.00** (Kenya Shillings One Hundred and Fifty Thousand Only) from a reputable Financial Institution in Kenya valid for 30 days beyond Tender Validity period. (**to be attached in the Technical Proposals**)
e. The bid document "**Original**" and "**Copies**" must be sequentially paginated / serialized.
f. Duly filled, signed and Stamped Technical Proposal Submission Form (**To be attached in the Technical Proposal**)
g. Duly filled, signed and Stamped Financial Proposal Submission Form (**To be attached in the Financial Proposal**)
h. Duly filled, signed and stamped Self-Declaration Form that the Tenderer is Not Debarred
i. Duly filled, signed and Stamped Self Declaration form that the Tenderer will not engage in any Corrupt or Fraudulent Practice.

Other Qualifications

(ii) A minimum of Ten (10 No.) years of progressively responsible professional experience at the National and International levels dealing with Macro- Economic Integration and International Economic Development Issues.
(iii) Experience in the EAC and COMESA region will be an added advantage.
(iv) Experience in planning, managing and directing major research projects and publications.
(v) Ability to produce reports and papers on technical issues and to review, edit and provide analytical inputs and intellectual guidance for the work of others.
(vi) Speaks and writes clearly and effectively; listens to others and exhibits interest in two-way communication.

(vii) Ability to persuade people with varying points of view.

(viii) Ability to convey difficult issues and positions to high level officials with diplomacy and tact.

(ix) Actively seeks to improve the program; offers new and different options to address issues under study; takes calculated risks on new and unusual ideas; thinks "outside the box"; is not bound by current thinking or traditional approaches.

(x) Fluency in oral and written English is required.

(xi) Participation in the regional integration programmes is an added advantage

d. Presentations that are part of the assignment must be written in English language.

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.

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 o**ne (1) original and Five (5) copies (technical proposals)** and **One (1) original and One (5) copy (financial proposals) – for use of Evaluation.**

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 2nd July, 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

a. Certified copies of Certificate of Incorporation or Certificate of Registration
b. Certified copies of Valid Current Tax Compliance Certificate
c. Certified copies of Certificate of Confirmation of Directors and Shareholding (CR 12) (Issued within the last 12 Months to Tender Opening Date)
d. Original Bid Security of Kshs. 150,000.00 (Kenya Shillings One Hundred and Fifty Thousand Only) from a reputable Financial Institution in Kenya valid for 30 days beyond Tender Validity period. (**To be attached in the Technical Proposals**)
e. The bid document "**Original**" and "**Copies**" must be sequentially paginated / serialized.
f. Duly filled, signed and Stamped Technical Proposal Submission Form (**To be attached in the Technical Proposal**)
g. Duly filled, signed and Stamped Financial Proposal Submission Form (**To be attached in the Financial Proposal**)
h. Duly filled, signed and stamped Self-Declaration Form that the Tenderer is Not Debarred
i. Duly filled, signed and Stamped Self Declaration form that the Tenderer will not engage in any Corrupt or Fraudulent Practice.

Detailed technical evaluation

1. **Specific experience of the firm/consultant related to the assignment** — **20 marks**

    a) Have been in existence for at least 5 years — (5 Marks)
    b) Evidence of similar undertakings in institutions at least 5 assignments preferably within the last 5 years. (**Attach contracts / LPO/LSOs**). **NB: The contact details should include the telephone number and email address of the references**) — (10 Marks)
    c) Attach company profile — (5 Marks)

2. **Adequacy of the proposed work plan and methodology in responding to the Terms of Reference** — **35 Marks**

    a. Methodology of implementing the assignment — (10 Marks)
    b. Understanding the scope of work / interpretation of TOR's — (10 Marks)
    c. Work plan to incorporate all the activities to be undertaken as per the Terms of Reference — (10 Marks)
    d. Organization structure and staffing — (5 Marks)

3. **Qualifications and competence of the key staff for the Assignment** **40 Marks**

I. Lead consultant **15 Marks**

a. Advanced university degree (Master's degree or equivalent) in economics or related social sciences field (4 Marks)
b. A minimum of over Ten (10) years of progressively responsible professional experience at the national and international levels dealing with macro- economic integration and international economic development issues (4 Marks)
c. Experience in the EAC and COMESA region will be an added advantage (4 Marks)
d. Experience in planning, managing and directing major research projects and publications (2 Marks)
e. Participation in the regional integration programmes is an added advantage (1 Marks)

II. Other key staff (at least 5) **25 Marks**

a. At least a bachelor's degree from a university in economics or related social sciences field (5 Marks)
b. A minimum of over Five (5) years of professional experience at the national and international levels dealing with macro-economic integration and international economic development issues (5 Marks)
c. Experience in the EAC and COMESA region will be an added advantage (5 Marks)
d. Experience in planning, managing and directing major research projects and publications (5 Marks)
e. Participation in the regional integration programmes is an added advantage (5 Marks)

4. **Capacity Building- Training and knowledge transfer** **5 Marks**

		Points
(i)	Experience of the firm/consultant	20
(ii)	Proposed work plan and approach	35
(iii)	Key Professional personnel	40
(iv)	Capacity Building	5
	Total	**100**

The minimum technical score required to pass is 70 %.

- **The Financial quote to be provided per year, with cumulative tender sum for the Two (2No.) Years.**

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 (Sf) is as follows: -

(*Sf = 100 X* $^{FM}/_{F}$ *where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration 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
Nairobi

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

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 (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)

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	1	2	3	4	5	6	7	8	9	10	11	12	Number of months

Reports Due: _________

Activities Duration: _________

Signature: ________________________
(Authorized representative)

Full Name: ________________________

Title: ______________________________

Address: ___________________________

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

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

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	
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 done 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

_________________*[Date]*

To: ____
____
____
[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		

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
Regular staff				
(i)				
(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 SERVICES FOR THE IMPLEMENTATION OF KENYA'S REGIONAL INTEGRATION IMPLEMENTATION PROGRAMME (RIIP)

1.0 Background

Regional integration is an integral development instrument in Kenya's development agenda. In its present structure, the government continues to pursue regional integration under its multiple memberships in inter-alia EAC, COMESA and IGAD in order to expand its political and socio-economic frontiers, including forging regional peace and security. Kenya's goal is to deepen regional integration through improved trade and investment from a regional perspective. As a member of COMESA and EAC, Kenya has committed itself to pursue policies and strategies that enhance trade and investment within the two regional blocs and complemented with the outcomes of the COMESA-EAC-SADAC (CES) tripartite and the Continental integration efforts under the CFTA. The implementation of these policies requires substantial coordination of the multiple players and outlays of financial and non-financial resources. While most of these resources are going to be mobilized locally, there will be need to bridge fund gaps with external support.

In spite of the expanded market access, both EAC and COMESA intra-regional trade, currently standing at less than 20%, and are on the decline at both national and regional levels. In particular, food continues to be a major import item while manufactured exports are declining. The major challenges are anchored in supply capacities of food and manufactures, lack of competitiveness, insufficient investment resources, narrow product and market ranges. The underlying objective of achieving economic transformation are far from being achieved.

Kenya has received European Commission support through Regional Integration Support Mechanism (RISM) under the COMESA Adjustment Facility (CAF) to complement national resources during the implementation of regional integration programmes. In building on the RISM/CAF support (2012-2017) which have delivered substantially on regional policy and regulatory framework that provide the foundations for regional integration, the focus of RISM/CAF to further national trade policy reforms and trade facilitation interventions will in addition target select productive capacity interventions in agriculture and industry. The policy, trade and investment facilitation interventions shall aim to remove trade business constraints, and expand trade and investment related opportunities, in order to transpose regional commitments in the EAC, COMESA-IO and CES Tripartite arrangements.

The RISM and National Inter-Ministerial Coordinating Committee (NIMCC) institutional mechanisms that have effectively delivered the RIIP agenda should be assisted in expanding the supply capacities. In addition, substantive trade and investment agreements should be negotiated through a regional framework.

2.0 Scope of the Assignment

2.1 Overall Objective

The National Treasury, as the RIIP coordinator and COMESA Fund Focal Point is seeking the services of a consultant to backstop the implementation of the multi-sectoral RISM/CAF programme.

2.2 Specific Objectives

Specifically, the consultant shall:

1. Under the leadership of the National Treasury and in collaboration with the key national programme implementing institutions, formulate projects and programmes to address productive capacities, investment diversification and the supply challenges in order to generate products to be traded in the regional markets;
2. Work with the National Treasury to identify key activities that can benefit from European Development Fund (EDF) 11 resources, to address specifically the supply capacities focusing on relevant value chains as prioritized at regional and national level;
3. Assist the national Focal point in coordination of the different players who implement the RIIP programme;
4. Provide technical assistance to the RIIP programme implementing institutions integrate devolved county priorities while coming with annual work plans and budgets, to roll out their respective programme implementation in a coordinated manner;
5. Assist the programme implementers to identify complementary regional integration programmes that the RISM/CAF resources can leverage for maximum return;
6. Formulate a sustainability programme to take forward the successes of RIIP programmes while resolving the challenges experienced so far, in order to achieve the expectations of regional integration.

2.3 Scope of Work

1. Identification of sector activities to benefit from RIIP and EDF 11 resources;
2. Preparation of sector specific work plans integrating county relevant county activities and budgets aligned to EAC and COMESA regional integration strategies; the national sectoral MTPs and the sectoral programmes prioritized in the REC specific core functions in the Kenyan RIIP;

2. Collaborating with the sector ministries, departments and NSAs in:

    i. preparing TORs for consultancies, equipment procurement
    ii. coordinating capacity building programmes
    iii. coordinating preparation of negotiation positions

iv. liaising with sector ministries in consolidation of policies and regulations
v. liaise with NIMES to capture the relevant regional integration indicators in the national monitoring systems

3. Participating in capacity building programs
4. Organizing sectoral meetings
5. Preparation of progress reports in the prescribed formats
6. Preparation of impact assessment reports
7. Preparation of national RIIP papers for presentation in regional forums
8. Finalization of RIIP sustainability strategy

2.4 Deliverables

1. Inception report within 10 (Ten) days after the signing of the contract.
2. Technical proposal on how to implement the assignment highlighting:
   a. Sector work plans and budgets for the prioritized regional integration programmes;
   b. Mechanisms for generating the progress reports;
   c. Processes of preparing impact assessment reports in line with RIIP format;
   d. 2020/2021 and 2021/2022 Work plans and activity schedules specifying the roles of the different stakeholders; and
   e. RIIP Sustainability strategy by the end of the first year of the contract.
3. Financial proposals
4. In consultation with sector implementing MDAs:
   a. Coordinate the preparation of Sector work plans, budgets, TORs for consultancies including procurement; and
   b. Preparation of progress reports including presentations at regional workshops.
5. consolidate multisectoral project reports, work plans, budgets, M&E reports.

2.5 Duration of the Assignment

The selected consultant shall be retained for a period of Two (2) years.

3.0 Qualifications

Interested Consultant(s) consultancy firm should have the following qualifications and experience:

a. Advanced university degree (Master's degree or equivalent) in Economics or related social sciences field.
b. A minimum of over fifteen years of progressively responsible professional experience at the national and international levels dealing with macro- economic integration and international economic development issues.
c. Experience in the EAC and COMESA region will be an added advantage.

d. Experience in planning, managing and directing major research projects and publications.
e. Ability to produce reports and papers on technical issues and to review, edit and provide analytical inputs and intellectual guidance for the work of others.
f. Speaks and writes clearly and effectively; listens to others and exhibits interest in two-way communication.
g. Ability to persuade people with varying points of view.
h. Ability to convey difficult issues and positions to high level officials with diplomacy and tact.
i. Actively seeks to improve the program; offers new and different options to address issues under study; takes calculated risks on new and unusual ideas; thinks "outside the box"; is not bound by current thinking or traditional approaches.
j. Fluency in oral and written English is required.
k. Computer skills, including familiarity with applications such as Microsoft Word, Excel, PowerPoint and Internet research.
l. Participation in the regional integration programmes is an added advantage

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 majure 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

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 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

SELF DECLARATION FORMS - DEBARRED

(r.47)

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I, ……………………………………, of Post Office Box ……………………………… being a resident of ………………………………… in the Republic of ……………………………. do hereby make a statement as follows: -

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of ………..………………………………. (insert name of the Company) who is a Bidder in respect of Tender No. ………………….. for …………………….. (insert tender title/description) for ……………………..(insert name of the Procuring entity) and duly authorized and competent to make this statement. Kenya Subsidiary Legislation, 2020

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp

FORM SD2

SELF DECLARATION FORMS - CORRUPT OR FRAUDULENT PRACTICESELF DECLARATION THAT THE PERSON/ TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I, …………………………………… of P. O. Box ……………………… being a resident of ………………………………….. in the Republic of ……………….. do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ………..…………………………. (insert name of the Company) who is a Bidder in respect of Tender No. ………………….. for …………………….. (insert tender title/description) for ………………(insert name of the Procuring entity) and duly authorized and competent to make this statement, Kenya Subsidiary Legislation, 2020

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ……………………..(insert name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ……………………..(name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

…………………………………	…………………………	………………………
(Title)	(Signature)	(Date)

Bidder's Official Stamp