

REPUBLIC OF KENYA



COUNTY GOVERNMENT OF KIRINYAGA  
P.O. BOX 260 - 10304,  
KUTUS.

DEPARTMENT OF FINANCE AND ECONOMIC PLANNING

REQUEST FOR PROPOSAL

FOR

TENDER FOR PROVISION OF CONSULTANCY FOR MONITORING AND  
EVALUATION OF POST COVID 19 SOCIAL, POLITICAL AND ECONOMIC  
RECOVERY STRATEGY IN KIRINYAGA COUNTY.

(CONSULTANCY FIRM)

TENDER NO: 850156-2020/2021

SUBMISSION DEADLINE – Wednesday 3rd March, 2021 AT 11.00 A.M.

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## SECTION I - INVITATION TO TENDER

**TENDER NO: 850156-2020/2021**

**TENDER NAME: TENDER FOR PROVISION OF COMPREHENSIVE ASSESSMENT OF POST COVID-19 SOCIAL ECONOMIC RECOVERY STRATEGY OF KIRINYAGA COUNTY GOVERNMENT.**

1.1. The County Government of Kirinyaga through the Department of Finance And Economic Planning hereby invites proposals as follows:

1.2. The client now invites proposals to provide the following consultancy services (hereinafter called “services”): **PROVISION OF CONSULTANCY FOR MONITORING AND EVALUATION OF POST COVID 19 SOCIAL, POLITICAL AND ECONOMIC RECOVERY STRATEGY IN KIRINYAGA COUNTY.** More details on the services are provided in the Terms of Reference.

1.3. Interested and eligible candidates may obtain detailed information and inspect the tender documents at Kirinyaga County Headquarters, Kutus, Supply Chain Management Office, Room B15 during normal working hours. Interested and eligible tenderers may obtain further information from and inspect the tender documents at Director Supply Chain Management Office, 1st Floor, Kirinyaga County Headquarters, Kutus during normal working hours.

1.4. A complete set of tender documents may be obtained by interested bidders from the Public Procurement Information Portal website <http://tenders.go.ke> or the County website [www.kirinyaga.go.ke](http://www.kirinyaga.go.ke). Bidders who download the documents from the website **MUST** forward their particulars (Name, contacts, physical address and the tender no./ description) immediately to [procurement@kirinyaga.go.ke](mailto:procurement@kirinyaga.go.ke) for recording and any further clarifications or addendums.

1.5. Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya Shillings and shall remain **valid for a period of 120 days** from the closing date of the tender.

1.6. Tenders must be accompanied by a Bid Security of **Ksh. 100,000** of the contract sum from a reputable bank or insurance firm approved by PPRA valid for an additional **30 days** beyond the tender validity period.

**1.7. Tenderers shall ensure that the submitted bid (documents) is (are) serialized/paginated and in PDF format. (i.e., each page in the submitted bid shall have serial identification eg 1,2,3.... and uploaded in PDF format).**

1.8. Completed tender documents, **both Technical and Financial proposals in separate envelopes**, all enclosed in plain sealed envelope, marked with the tender number, shall be addressed to:-

**The County Secretary & Head of Public Service,  
County Headquarters,  
P.O Box 260 – 10304,  
Kutus.**

and be deposited in the Tender Box at located at **1<sup>st</sup> Floor, County Government of Kirinyaga Headquarters, Kutus Town**, on or before **WEDNESDAY 03<sup>rd</sup> March, 2021 AT 11.00 A.M East African Time**

1.9. Tenders will be opened immediately thereafter in the presence of the bidders or their representatives who choose to attend the opening at The County Headquarters, 3rd Floor, Conference Room.

1.10. The selection process will be **Quality and Cost Based Selection (QCBS)** method

1.11. The selected firm shall not enter into any other subsequent contract for the procurement of services related to this assignment pursuant to section 130 of the Public Procurement and Asset Disposal Act 2015

1.12. The tenderers' representatives who choose to attend shall sign a register evidencing their attendance.

1.13. Late Bids Shall not be accepted

**HEAD, SUPPLY CHAIN MANAGEMENT  
FOR: COUNTY SECRETARY**

**SECTION II: - INFORMATION TO CONSULTANTS (ITC)**

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## **SECTION II: - INFORMATION TO CONSULTANTS (ITC)**

### **2.1 Introduction**

- 2.1.1 The Client as mentioned in the Appendix to Tenderers “ITC” invites all interested and eligible tenderers to submit proposals as described in the tender documents. The method of selection shall be as indicated by the procuring entity in the Appendix “ITC”.
- 2.1.2 The consultant firms 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 consultant firms must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. 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 not exceed Kshs.1,000/=

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 five (5) 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 “A” specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix “A”.

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 “A” 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 90 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 paragraph. 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

2.5.2 For each proposal, the consultants shall prepare One (1) Original proposal and two (2) copies of the proposal. 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 as follows:

	<b>Points</b>
(i) Specific experience of the consultant related to the assignment and establishment	<b>(20)</b>
(ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference	<b>(35)</b>
(iii) Qualifications and competence of the key staff for the assignment	<b>(35)</b>
(iv) Suitability to the transfer of Technology Programme (Training)	<b>(10)</b>
<b>Total Points</b>	<b>(100)</b>

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 Two (2) 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 formula is indicated in the Appendix "ITC", be as follows: -  

$$Sf = 100 \times \frac{F_m}{F}$$
where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + p = 1) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows: -  $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 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 25% 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.

2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".

2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

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 INSTRUCTIONS TO THE TENDERERS

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
2.1.1	The name of the Client is: <b>County Government of Kirinyaga</b>
2.1.1	The method of selection is: <b>Quality and Cost Based Selection (QCBS)</b>
2.1.2	Technical and Financial Proposals are requested: <b>Technical and Financial Proposals should be submitted in separate envelopes</b>
2.1.4	The Client will provide the following inputs: <b>Relevant documentation, assistance in the carrying out the assignment</b>
2.2.1	<p>Procuring entity's address Purchaser's / duly authorized Purchasing Agent's address: Purchaser's address is:</p> <p style="text-align: center;"><b>The County Secretary and Head of Public Service, County Government of Kirinyaga, P.O. Box 260-10304 Kutus, KENYA</b></p> <p style="text-align: center;">Email: <a href="mailto:procurement@kirinyaga.go.ke">procurement@kirinyaga.go.ke</a></p>
2.4.5	Bid validity :120 days
2.5.2	<p>Consultants must submit a <b>1 (one) Original</b> and <b>2 (two)</b> additional copies of each Technical and Financial proposal.</p> <p>Technical Proposals shall be sealed in separate envelopes and clearly marked <b>"Technical Proposal"</b>.</p> <p>The financial proposals should be sealed separately and clearly marked <b>"Financial Proposal"</b></p> <p>The proposals shall include.</p> <ul style="list-style-type: none"> <li>• Technical proposal – Technical Proposal Submission Form, CVs, Work plan, Activity (Work) Schedule Form, Consultant References Forms and all the forms in Section IV of the RFP</li> <li>• Financial proposal –:Price schedule, and Form of tender.</li> </ul> <p><b>N/B: Bidders who indicate their financial proposals in the technical proposals shall be treated as non-responsive.</b></p>



2.5.4	<p>Proposals must be submitted no later than the following date and time: on or before:  <b>Wednesday 03<sup>rd</sup> March, 2021 at 11:00 am East African Time</b></p>
2.7.1	<p>Evaluation criteria for Technical proposal: Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <p><b>The Preliminary evaluation shall be mandatory:</b>  The evaluation shall adopt <i>YES/ No Approach</i>. The non-responsive submissions will be eliminated from the entire preliminary evaluation process and will not be considered further.</p> <p>Bidders must submit the following documents;</p> <ul style="list-style-type: none"> <li>• <b>Copy of Certificate of Incorporation/Registration or Business name</b></li> <li>• <b>Copy of Valid Tax compliance certificate issued by Kenya Revenue Authority (KRA)</b></li> <li>• <b>Copy of recent CR 12 issued within 12 months from Tender Opening date</b></li> <li>• Bid Security <b>Kshs 100,000.00</b> from a reputable bank or insurance firm approved by PPOA valid for an <b>additional 30 days beyond the Tender validity period.</b></li> <li>• Audited Financial Accounts/Statements for two (2) previous year endorsed, signed and stamped by a registered external auditor.</li> <li>• Fully signed and Stamped Confidential Business Questionnaire</li> <li>• Must have submitted a dully filled, complete and signed Proposal Document (Technical Proposal Submission Form, CVs, Work plan, Activity (Work) Schedule Form, Consultant References Forms and all the forms in Section IV of the RFP.</li> <li>• Provide a self-declaration that the consultant is not debarred from participating in Public Procurement in the format provided in the Request for Proposal (Forms SD1)</li> <li>• Submit a duly signed self-declaration statement that the consultant shall not engage in any corrupt and fraudulent practices in the format provided in the Request for Proposal (Forms SD2)</li> </ul> <p><b>AT THIS STAGE, THE TENDERER'S SUBMISSION WILL EITHER BE RESPONSIVE OR NON RESPONSIVE. THE NON RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FOR FINANCIAL EVALUATION.</b></p> <p><b>Evaluation and Comparison of Tenders</b>  The following evaluation criteria shall be applied not withstanding any other requirement in the tender documents.</p> <p><u>Selection Process</u>  <b>Quality Cost Based Selection</b></p> <p><b>STEP 1: Preliminary evaluation</b></p>

This will be an elimination stage which will be done as per paragraph 2.7.1 above

**STEP 2: Technical Evaluation**

Tenderers will be required to provide technical details on their product that meets the provided technical requirement. Only Tenderers who score 70% and above will be considered to be technically responsive and therefore be considered for further evaluation

- **Technical Evaluation Shall be based as per the evaluation criteria provided on the Terms of Reference.**

Only bidders who score 70% and above will be subjected to financial evaluation. Those who score below 70% will be eliminated at this stage from the entire evaluation process and will not be considered further.

**STEP 3: Financial Evaluation**

The financial submissions of the required services will be divided by the lowest bidder’s financial quote to determine the financial score of each bidder using the formulae below:

**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 as 70%: P = the weight given to the Financial Proposal as 30%**)

**Combined Technical and Financial scores is:- S = St x T % + Sf x P %**

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal: P = the weight given to the Financial Proposal; T + p = 1)

**The table below summarises the overall evaluation process and the proposed weighting of each stage.**

AREA RATING	RATING/SCORE
STEP 1: Preliminary evaluation	Elimination
STEP 2: Technical Evaluation	70
STEP 3: Financial Evaluation	30

	Combined Technical and Financial Score	100	
2.8.5:	The weights given to the Technical and Financial Proposals Technical (T) = <b>0.7</b> , Financial (P)= <b>0.3</b> ,		
2.8.5:	Formulae for determining the Financial Score (Sf) $Sf = 100 \times \frac{Fm}{F}$ 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  Combined Technical and Financial scores is:- $S = St \times T\% + Sf \times P\%$		
2.8.8:	Price variation: Price variation may be as per Clause 2.8.8		
2.10.2	The assignment is expected to commence on: <b><i>Early March 2021 or a date mutually agreed in writing between the Project Manager and the Consultant</i></b>		

**SECTION III: GENERAL CONDITIONS OF CONTRACT**  
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## **SECTION III: GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

### **3.2 Application**

These General Conditions shall apply to the extent that they are not superceded by provisions of other part of contract.

### **3.3 Standards**

3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

### **3.5 Patent Right’s**

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design tights arising from use of the services under the contract or any part thereof.

### **3.6 Performance Security**

- 3.6.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
- a) A bank guarantee.
  - b) Such insurance guarantee approved by PPRA.
- 3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

### **3.7 Inspections and Tests**

- 3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations **under this Contract.**

### **3.8 Payment**

- 3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

### **3.9 Prices**

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC , vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### **3.10 Assignment**

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

### **3.10 Termination for Default**

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

- a) if the tenderer 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 Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Procuring entity 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 tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

### **3.12 Termination of insolvency**

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

### **3.13 Termination for convenience**

3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.14 Resolution of disputes**

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15 Governing Language**

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

### **3.16 Force Majeure**

The contractor shall not be liable *for* forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### **3.17 Applicable Law.**

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

### **3.18 Notices**

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.



## SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.6	Specify performance security if applicable: <b>5% of Total Contract sum from a reputable Bank or Insurance Company approved by PPRA</b>
3.8	Payments schedule will be as follows: <ul style="list-style-type: none"> <li>• 10% of the Contract Price shall be paid on submission of a Monitoring and Evaluation validated Inception report</li> <li>• 25% of the Contract Price shall be paid upon completion of baseline survey verifying the current position of post-COVID-19 effect, preparation and submission of a draft M &amp; E Report;</li> <li>• 35% of the Contract Price shall be paid on submission of Midterm monitoring and evaluation report.</li> <li>• 30% on submission of final approved reports.</li> </ul> Or as may be otherwise agreed by both parties in writing after the Negotiation Stage
3.9	Specify price adjustments allowed. <b>As per conditions set in Clause 3.9</b>
3.14	Specify resolution of disputes: <b>Arbitration</b>
3.17	Specify applicable law. <b>applicable laws are the Laws of Kenya</b>

3.18	Notices shall be addressed and delivered to: <b>The County Secretary &amp; Head of Public Service, County Government of Kirinyaga, PO Box 260 – 10304, Kutus.</b>
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## **SECTION V: - TECHNICAL PROPOSAL**

### **Notes on the preparation of the Technical Proposals**

- 3.1.1. In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultant's own risk and may result in rejection of the consultant's proposal.
- 3.1.2. 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.
- 3.1.3. 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 V - TECHNICAL PROPOSAL

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**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:]

**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:		

(Authorized representative)

Signature: \_\_\_\_\_

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

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

Date\_\_\_\_\_

*(May be amended as necessary)*

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

---

**On the Terms of Reference:**

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

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

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

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

---



## TEAM COMPOSITION AND TASK ASSIGNMENTS

### 1. Technical/Managerial Staff

Name	Position	Task

### 2. Support Staff

Name	Position	Task

**FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

Proposed Position:

---

Name of Firm:

---

Name of Staff:

---

Profession:

---

Date of Birth:

---

Years with Firm: \_\_\_\_\_ Nationality:

---

Membership in Professional Societies:

---

---

Detailed Tasks Assigned:

---

---

**Key Qualifications:**

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

---

**Education:**

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

---

**Employment Record:**

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

---

**Certification:**

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

\_\_\_\_\_ Date:

\_\_\_\_\_  
*[Signature of staff member]*

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

\_\_\_\_\_  
*[Signature of authorized representative of the firm]*

Full name of staff member:

\_\_\_\_\_

Full name of authorized representative:

\_\_\_\_\_

**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: \_\_\_\_\_

## ACTIVITY (WORK) SCHEDULE

### (a). Field Investigation and Study Items

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

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

### (b). Completion and Submission of Reports

Reports	Date
1. Baseline survey incorporated in Inception Report	
4. Progress (Monthly) Report (a) First Status Report (b) Second Status Report	
3. Midterm Report	
4. Final Report	

## **SECTION VI: - 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 VI - FINANCIAL PROPOSAL STANDARD FORMS**

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**FINANCIAL 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. Our attached Financial Proposal is for the sum of (\_\_\_\_\_) *[Amount in words and figures]* inclusive of the taxes.

We remain,

Yours sincerely,

\_\_\_\_\_ *[Authorized Signature]*  
:  
\_\_\_\_\_ *[Name and Title of Signatory]:*  
\_\_\_\_\_ *[Name of Firm]*  
\_\_\_\_\_ *[Address]*



**SUMMARY OF COSTS**

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

**BREAKDOWN OF PRICE PER ACTIVITY**

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

**BREAKDOWN OF REMUNERATION PER ACTIVITY**

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

### REIMBURSABLES PER ACTIVITY

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

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

N o.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			
	Grand Total				

### MISCELLANEOUS EXPENSES

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

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

## **SECTION VII –TERMS OF REFERENCE**

### **PROVISION OF CONSULTANCY FOR MONITORING AND EVALUATION OF POST COVID 19 SOCIAL, POLITICAL AND ECONOMIC RECOVERY IN KIRINYAGA COUNTY**

#### **Background:**

The County Government Act, 2012 requires that all County Governments prepare and implement County Monitoring and Evaluation frameworks. The County Performance Management System (PMS), is a tracking system for county development results and performance. It verifies whether the activities of each county departments priority project or programme are happening according to planned timelines and targets; and whether resources are being used in a correct and efficient manner.

County government has set up a unit/department responsible for developing crucial systems needed for planning, M&E, performance management, and statistical data collection. The effects of Covid-19 on various sectors of economy cannot be opposed with the impact felt on Micro and Small Enterprises (MSEs), tourism, transport sector, health, education and so forth, leading to significant job losses.

**The County executive has continued to** oversee the effective management of the pandemic situation in the county, with the relevant departments advising on what action to should be undertaken as mitigation measures. The County Executive Committee prepared COVID-19 Social Economic Recovery Strategy to be implemented over the period 2020-2021 to 2022-2023.

While the county department responsible for planning, M&E, performance management, and statistical data collection continues to undertake its core mandate there is need for increased capacity to undertake continuous monitoring and evaluation of COVID-19 Social Political & Economic Re-Engineering and Recovery Strategy developed by County Executive Committee in collaboration with Kenya institute of Public Policy Research Analysis in September,2020.

The County Government of Kirinyaga therefore requests for consultancy services to monitor and evaluate the Post Covid -19 Socio Political and Economic recovery as per the attached Terms of Reference for a period of six(6) months, taking cognizance of the already developed Kirinyaga County Post COVID-19 Social Political and Economic Recovery Strategy 2020/21-2022/23.

## **Scope of the TOR**

The TOR entail monitoring and evaluation of the implementation of Post Covid-19 social, political and economic recovery strategy; the impact of the proposed interventions on the lives of the residents, their development needs and priorities, as well as the effects of the political economy on the social and economic lives of the people of Kirinyaga. The aim of the monitoring and evaluation is to establish the success rate of the strategy and propose adjustments and/or improvements going forward. The evaluation is also expected to highlight emerging social, political and economic issues in the internal and external environment that have a bearing on service delivery in the county.

### **The specific objectives include, but not limited to:**

1. Preparation of the inception report detailing the analytical approaches to be used.
2. Collect, analyze and prepare four (4) monthly and two (2) quarterly progress implementation reports detailing specific achievements along specific activities as outlined in Kirinyaga County post-COVID-19 Social Economic Recovery Strategy 2020/21-2022/23.
3. Carry out and submit a bi-monthly evaluation report
4. Conduct stakeholder's forum as a source of primary data for participatory M&E
5. Participate in progress meetings and make presentations on data issues as guided by the governor's delivery unit.

### **County Government Arrangements**

This assignment is contractually and technically overseen and guided by County Government of Kirinyaga through the Governor's Delivery Unit.

### **Key Deliverables and Timelines**

1. Inception Report capturing the framework, methodology, roadmap, outline of the report, and the breakdown of tasks by the Consultant to be submitted within 21 days of signing of contract.
2. Collect, analyze and prepare monthly progress implementation reports detailing specific achievements along specific activities as outlined in Kirinyaga County COVID-19 Social Political and Economic Recovery Strategy 2020/21-2022/23. To be submitted by 5<sup>th</sup> of subsequent month

3. Conduct stakeholder forums as a source of primary data for participatory M&E
4. Submit an evaluation report on the strategy, proposing improvements to it based on data collected and analyzed.

## **Duration**

The study will be conducted within Financial Year 2020-2021 and Financial Year 2021-2022, starting from the date of contract award and signing and not end later than December 30<sup>th</sup>, 2021 **Or as may be otherwise agreed by both parties in writing after the Negotiation Stage**

## **Functional Competencies**

### **1. General**

- i) The details about the methodology and data outputs in respect of consultancy should be worked out in the bid offer by the consulting firm.
- ii) All data collected by the Consultant shall be made available to the Client in proper organized format and this data shall remain the property of the Client.
- iii) The data collected and the research results of the Consultancy shall not be divulged to other agencies without the explicit approval of the Client.
- iv) Monthly Progress Reports will be submitted by the consultant to review the progress of the Study.
- v) The resultant expenditure with regards to Workshop coordination, communication and supervision costs will be borne by the consultant with the approval of the client on reimbursable basis.

### **2. Qualifications**

Interested firms should submit their proposals that will include the following:



- (i) Bidders must provide their company profile together with Certificate of Registration /Incorporation in the Country of domicile and Valid Tax Compliance Certificate and all other requirements indicated in the RFP
- (ii) The bidder must provide Evidence of experience in handling project of similar scope - Attach at least three (3) references of similar work done in the last five years
- (iii) Be composed of relevant consultants with a mix of appropriate expertise. The team members should have at least a degree from a recognized university in related field and must have a minimum experience of at least Five years in the same or related consultancy
- (iv) Demonstrate capacity and key related assignments as proof of ability (previous works done and their magnitude, CVs of all key personnel)
- (v) Firms that bid jointly should submit consortium agreements between the parties, with the roles of each party clearly defined.
- (vi) Financial capability - provide evidence of relevant resources and financial statements for three current consecutive years

### 3. Evaluation Criteria

<b>CONSULTANCY FOR MONITORING AND EVALUATION OF POST COVID 19 SOCIAL, POLITICAL AND ECONOMIC RECOVERY IN KIRINYAGA COUNTY</b>		
<i>Evaluation Rating Criteria</i>		
<b>I</b>	<b>Specific Understanding and experience of the Consulting Firm in relation to the assignment</b>	<b>20</b>
1	At least 10 Years General Experience of the Consultant in undertaking similar exercise	5
2	Reliability and performance of the consultant, demonstrated by a proven track record/relevant experience related to the assignment	
2.1	Government Experience (at least two; 4mks for each site)	10
2.2	Other large institutions	5
<b>II</b>	<b>Adequacy of the proposed work plan and methodology in responding to the Terms of Reference</b>	<b>35</b>
3	Demonstrate clear understanding of Social, Political and Economic recovery strategies and how the consultant will meet the requirements of the County Government of Kirinyaga	5
4	Technical approach and methodology in	
5.1	Conducting stakeholder's forum as a source of primary data for participatory M&E	5

	5.2	Collection, analysis and preparation of monthly progress implementation report detailing specific achievements along specific activities as outlined in Kirinyaga County COVID-19 Social Political and Economic Re-Engineering Recovery Strategy 2020/21-2022/23.	10
5	Clear and detailed implementation plan/work plan including clear Work Schedule and Planning for Deliverables		15
<b>III</b>	<b>Qualifications and Competence of the key Staff for the assignment</b>		<b>35</b>
6	<b>Team Leader</b> (Qualification & Experience Rating) <ul style="list-style-type: none"> <li>The Project Manager MUST possess a Master’s degree in any of the following fields: Social Science, Public Health, Monitoring and Evaluation, and/or related discipline.</li> <li>At least three (3) years of work experience in data analysis and management using statistical software such as STATA and SPSS.</li> </ul>		15
7	<b>M&amp;E Experts</b> (Consultants/Experience) <ul style="list-style-type: none"> <li>Degree in Economics, Project Management, Social Science and any other related field.</li> <li>At least three (3) years related professional experience</li> </ul>	1 Expert, 10 Mks for each consultant	10
8	<b>Field Officer</b> Consultants/Experience) <ul style="list-style-type: none"> <li>Degree in Social Science, Community Development Studies and/any other related field.</li> <li>At least three (3) years related professional experience</li> </ul>	2 Experts 5 Mks for each consultant	10
<b>IV</b>	<b>Suitability of Knowledge transfer (Training)</b>		<b>10</b>
9	Ability to develop and conduct a participatory training needs		5
10	Ability to develop training manuals and reference tools		5
<b>TOTAL</b>			<b>100</b>

### Criteria for Selection of Best Offer

The award of the contract will be made to the Consultant whose offer has been evaluated using the “Combined Scoring Method” and determined as:

- Responsive/compliant/acceptable;
- Having received the highest score out of a pre-determined set of weighted technical and financial criteria specified as -(Technical Criteria with a

weight of 0.8 and Financial Criteria of a weight of 0.2. Only candidates obtaining a minimum of 70 marks out of 100 in the Technical Evaluation would be considered for the Financial Evaluation.

**Application:**

Interested applicants are requested to submit their Proposal based on the Terms of Reference outlined above and as per the Instruction to Tenderers (ITC) of the tender document

**Please note that:**

- Qualified firms owned by women and persons with disabilities are encouraged to apply
- The consultant is responsible for all taxes and legal authorizations required to complete this assignment.
- The consultant is obligated to keep confidential contents of meeting discussions, briefing materials, or any materials associated with the consultancy and shall not use them for any other purposes except to complete this assignment

## SECTION VIII - STANDARD FORMS

### Notes on standard forms

- 1. Form of Tender** - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
- 2. Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
- 3. Tender Security Form** - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
- 4. Contract Form** - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
- 5. Performance Security Form** - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
- 6. Manufacturers Authorization Form**

## FORM OF TENDER

To:..... Date: .....  
Tender No.: .....  
Item Description: .....

Sir/Madam,

Having examined the Tender documents including Addenda Nos. ....[insert addenda numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver .....[description of Goods and services] in conformity with the said Tender documents for the sum of.....[total Tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to deliver the Goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Tender is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Tender documents.

We agree to abide by this Tender for the Tender validity period specified in Clause 2.13.1 of the ITT, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this Tendering process.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Tender you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 2.1.1 of the Tender documents

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. (Name)

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign Tender for and on behalf of \_\_\_\_\_

**SAMPLE CONTRACT FOR CONSULTING SERVICES  
SMALL ASSIGNMENTS LUMP-SUM PAYMENTS**

CONTRACT

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

**WHEREAS** the Client wishes to have the Consultant perform the services [hereinafter referred to as “the Services”, and

**WHEREAS** the Consultant is willing to perform the said Services,

**NOW THEREFORE THE PARTIES** hereby agree as follows:

1. **Services (i)** The Consultant shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract.
  - (ii) The Consultant shall provide the personnel listed in Appendix B, “Consultant’s Personnel,” to perform the Services.
  - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, “Consultant’s Reporting Obligations.”
2. **Term** The Consultant shall perform the Services during the period commencing on \_\_\_\_\_ [Insert starting date] and continuing through to \_\_\_\_\_ [Insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.

**3. Payment**

A. **Ceiling**

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

B. **Schedule of Payments**

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

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

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

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

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

C. **Payment Conditions**

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

**4. Project**

A.

**Administration**

Coordinator.

The Client designates \_\_\_\_\_[insert name] as Client’s Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for payment.

**B. Reports.**

The reports listed in Appendix C, “Consultant’s Reporting Obligations,” shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

**5. Performance  
the Services with  
Standards  
competence and integrity.**

The Consultant undertakes to perform the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

**6. Confidentiality**

The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client’s business or operations without the prior written consent of the Client.

**7. Ownership of  
Material**

Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

**8. Consultant Not  
to be Engaged  
in certain**

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



**Activities**

disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

**9. Insurance**

The Consultant will be responsible for taking out any appropriate insurance coverage.

**10. Assignment**

The Consultant shall not assign this Contract or sub-contract any portion of it without the Client’s prior written consent.

**11. Law Governing**

The Contract shall be governed by the laws of Kenya and

**Contract and Language**

the language of the Contract shall be English Language.

**12. Dispute**

Any dispute arising out of the Contract which cannot be

**Resolution**

amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party

**FOR THE CLIENT**

**FOR THE CONSULTANT**

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

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

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

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

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part I and either Part 2 (a), 2 (b) or 2 (c) whichever applies to your type of business.

You are advised that it is a serious offence to give false information on this form

<b>Part I- General :</b>
Business Name .....
Location of business premises.....
Plot No. .... Street/Road.....
Postal Address.....Tel. No.....
Nature of business.....
Current Trade Licence No.....Expiring date.....
Maximum value of business which you can handle at any one time : K£.....
Name of your bankers.....Branch .....

<input type="checkbox"/>	<b>Part 2 (a) – Sole Proprietor</b>																								
	Your name in full.....Age..... Nationality.....Country of origin..... *Citizenship details.....																								
<input type="checkbox"/>	<b>Part 2 (b) Partnership</b>																								
	Given details of partners as follows:																								
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 25%;">Name</th> <th style="text-align: left; width: 25%;">Nationality</th> <th style="text-align: left; width: 25%;">Citizenship Details</th> <th style="text-align: left; width: 25%;">Shares</th> </tr> </thead> <tbody> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....				
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<input type="checkbox"/>	<b>Part 2 (c) – Registered Company:</b>																								
	Private or Public.....																								
	State the nominal and issued capital of company-																								
	Nominal K£.....																								
	Issued K£.....																								
	Given details of all directors as follows: -																								
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4. ....	.....	.....	.....																						
5. ....	.....	.....	.....																						
Date .....Signature of Candidate.....																									

\*if Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

## TENDER SECURITY FORM

Whereas ..... [Name of the tenderer]  
(Hereinafter called "the tenderer") has submitted its tender dated ..... [Date of submission of tender] for the supply, installation and commissioning of ..... [Name and/or description of the equipment] (Hereinafter called "the Tender") ..... KNOW ALL PEOPLE by these presents that WE ..... of ..... having our registered office at ..... (Hereinafter called "the Bank"), are bound unto ..... [Name of procuring entity] (Hereinafter called "the Procuring entity") in the sum of ..... For which ..... payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[Signature of the bank] \_\_\_\_\_

(Amend accordingly if provided by Insurance Company)

**PERFORMANCE SECURITY FORM**

To: .....

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 20\_\_\_\_ to supply.....

[Description services](Hereinafter called "the contract")

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....

*[amount of the guarantee in words and figures],*

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ..... *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_ day of 20

\_\_\_\_\_  
Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

**(Amend accordingly if provided by Insurance Company)**

**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 SD1**

**SELF DECLARATION FORMS (r 62)**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)**

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

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

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

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

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

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

Bidder Official Stamp

**Note:** This form MUST be filled, signed and submitted by all the bidders  
participating in this tender. This is a mandatory requirement under the new  
Public Procurement Asset and Disposal Act 2015 that came into effect on 7<sup>th</sup>  
January 2016

**FORM SD2**  
**SELF DECLARATION FORMS (r 62)**  
**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)**

**SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE  
IN ANY CORRUPT OR FRAUDULENT PRACTICE.**

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ..... (insert name of the Company) who is a Bidder in respect of **Tender No.** ..... for .....(insert tender title/description) for .....( insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....( insert name of the Procuring entity) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....(name of the procuring entity)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

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

Bidder's Official Stamp

**Note:** This form MUST be filled, signed and submitted by all the bidders participating in this tender. This is a mandatory requirement under the new Public Procurement Asset and Disposal Act 2015 that came into effect on 7<sup>th</sup> January 2016

**FORM RB 1**  
**REPUBLIC OF KENYA PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of .....dated the...day of .....20.....in the matter of Tender No.....of .....20...

**REQUEST FOR REVIEW**

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

- 1.
2. etc.

By this memorandum, the Applicant requests the Board for an order/orders that: - 1.

2. etc

SIGNED ..... (Applicant)

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

---

**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of .....20.....

SIGNED