

**REPUBLIC OF KENYA**



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

**DEPARTMENT OF MEDICAL SERVICES, PUBLIC HEALTH  
AND SANITATION**

**REQUEST FOR PROPOSALS (RFP)  
(SELECTION OF INDIVIDUAL PROFESSIONAL CONSULTANTS)**

**RE - TENDER FOR REQUEST FOR PROPOSAL FOR PROVISION OF  
CONSULTANCY SERVICES OF MONITORING & EVALUATION OF  
THE ROLLOUT OF HOSPITAL MANAGEMENT SYSTEM**

**OPEN TENDER**

**TENDER NEGOTIATION NO: CGK/SCM/MSPH&S/016/2020-2021**

**CLOSING DATE: WEDNESDAY 31<sup>ST</sup> MARCH, 2021 AT 2.00 PM**

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## **INTRODUCTION**

1. This standard Request for Proposals for selection of individual professional consultants has been prepared for use by public entities in Kenya. It has been found necessary for selection of individual consultants who are also regulated by their professional institutions or associations as opposed to selection of consultants who could be either individuals or body corporate.
2. This Request for proposals will be used for open tendering, restricted tendering or request for proposals.
3. The general conditions of contract in the Standard contract Form should not be modified and instead the special conditions of the contract may where necessary be modified by the procuring entity, for use, to reflect the unique circumstances of the particular assignment.

## **SECTION I - INVITATION FOR TENDER**

**TENDER NO. CGK/SCM/ALV&F/011/2020-2021**

### **TENDER NAME; TENDER FOR PURCHASE OF LAND FOR TOMATO PROCESSING PLANT IN KANGAI WARD, MWEA WEST-KIRINYAGA COUNTY**

The County Government of Kirinyaga invites sealed bids from all, interested and eligible candidates for the above-mentioned works.

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.

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 Tender must be accompanied by duly Filled, Signed and Stamped Tender Securing Declaration Form.

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

Completed tender document plus one copy should be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box located at **1<sup>st</sup> Floor, County Government of Kirinyaga Headquarters, Kutus Town** or be addressed and mailed to:

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

So as to be received on or before, on or before **WEDNESDAY 31<sup>ST</sup> MARCH, 2021 AT 2.00 P.M**

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, 3<sup>rd</sup> Floor, Conference Room.

Late bids **SHALL NOT** be accepted.

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

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

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## **SECTION II - INFORMATION TO CONSULTANTS**

### **2.1 Introduction**

- 2.1.1 The County Government of Kirinyaga will select an individual consultant who will respond to the invitation for proposals in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The consultants are invited to submit a technical proposal and a financial proposal for consulting services required for the assignment stated in the letter of invitation (Section I)
- 2.1.3 In the assignment where the procuring entity intends to apply standard conditions of engagement and scales of fees for professional services, which scale of fees will have been approved by a relevant authority, a technical proposal only may be invited and submitted by the consultants. In such a case the highest ranked individual consultant in the technical proposals shall be invited to negotiate a contract on the basis of the set scale of fees. The technical proposals will be the basis for contract negotiations and ultimately for a signed contract with the selected individual consultant.
- 2.1.4 The consultants must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their proposals. To obtain adequate information on the assignment and on the local conditions, consultants are encouraged to liaise with the procuring entity regarding any information that they may require before submitting a proposal.
- 2.1.5 The client will provide the inputs and services specified in the special conditions of contract needed to assist the individual consultant to carry out the assignment.
- 2.1.6 The cost of preparing the proposal and negotiating the contract including any visit to the procuring entity are not reimbursable as a direct cost of the assignment. The procuring entity is not bound to accept any of the proposals submitted.
- 2.1.7 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

## **2.2 Clarification and amendment to the RFP documents**

- 2.2.1 Individual consultant may request clarification of any of the RFP documents not later than Seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to the procuring entity's address indicated in the special conditions of contract. The procuring entity will respond by post, fax or email to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all individual consultants invited to submit proposals.
- 2.2.2 At any time before the deadline for submission of the proposals, the procuring entity may for any reason, either at its own initiative or in response to a clarification requested by an intended individual consultant amend the RFP. Any amendment shall be issued in writing, fax or email to all invited individual consultants and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the proposals.
- 2.2.3 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 2.2.4 The procuring entity shall reply to and clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

## **2.3 Preparation of proposals**

- 2.3.1 The individual consultant's proposal shall be written in English language.
- 2.3.2 In preparing the Technical proposal, the individual consultants are expected to examine the documents consisting the RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 2.3.3 While preparing the Technical proposal, the individual consultant must give particulars attention to the following:
- (a) If an individual consultant considers that he/she does not have all the expertise required for the assignment he/she may suggest in the proposals other individual(s) who will assist in the assignment but they will not be party to the contract for the purpose of the performance of the assignment. An individual consultant will not propose other individual consultants invited to submit proposals for the assignment.

Any individual consultant in contravention of this requirement shall automatically be disqualified.

- (b) For all the staff who will be involved in the exercise of the proposals to consultant must indicate their responsibility in the assignment and also the staff time as necessary.
- (c) The curriculum vitae (CV) of the staff proposed must be submitted with the proposal.

2.3.4 The Technical proposal shall provide the following information;

- (a) the individual consultant's CV and a brief of any recent experience of assignment of a similar nature. For each assignment the brief should indicate the profiles of staff involved, contract amount and the individual consultants' involvement.
- (b) Any comments or suggestions on the Terms of Reference and a list of service and facilities requested to be provided by the procuring entity.
- (c) A description of the methodology and work plan for performing the proposed assignment.
- (d) Any additional information requested in the special conditions of contract.

2.3.5 The Technical proposal shall be separate from the Financial proposal and shall not include any Financial information.

## **2.4 Financial proposal**

2.4.1 In preparing the financial proposal, the individual consultants are expected to take into account the time required in completing the assignment as outlined in the RFP documents. The financial proposal will therefore be quoted in fees per day or month. The financial proposal may also include other costs as necessary, which will be considered as reimbursable.

2.4.2 The Financial proposal should include the payable taxes.

2.4.3 The fees shall be expressed in Kenya Shillings.

2.4.4 The Financial proposal must remain valid for 90 days after the submission date. During this period the individual consultant is expected to keep available at his own cost any staff proposed for the assignment. The procuring entity will make best efforts to complete negotiations within this period. If the procuring entity wishes to extend the validity period of the proposals, the consultants who do not agree, have the right not to extend the validity of their proposals.

2.4.5 The financial proposal must comply with the law governing the profession of the consultant.

## **2.5 Submission, Receipt and opening of proposals**

2.5.1 The technical proposal and the financial proposal (if required) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the individual consultants. Any such corrections must be initialed by the individual consultant.

2.5.2 Completed Technical and Financial proposals documents plus one copy should be enclosed in plain sealed envelopes marked with tender description, reference number and be deposited in the Tender Box located at **1<sup>st</sup> Floor, County Government of Kirinyaga Headquarters, Kutus Town** so as to be received on or before, on or before **Wednesday 31<sup>st</sup> March, 2021 AT 2.00 P.M.** Thereafter they shall be **manually** opened in the presence of tenderer representatives who choose to attend at 3rd floor Conference Room, County Headquarters, Kutus.

- a. be addressed to the Employer at the address provided in the invitation to tender;
- b. bear the name and identification number of the Contract as defined in the invitation to tender; and the tender reference number.

## **2.6 Evaluation of the Proposal (General)**

2.6.1 From the time the proposals are opened to the time of the contract award, if any individual consultant wishes to contact the procuring entity on any matter relating to his/her proposal, he/ she should do so in writing at the address indicated in the appendix to the instructions to consultants. Any effort by an individual consultant to influence the procuring entity's staff in the evaluation of proposals companion proposals or awards of contract may result in the rejection of the individual consultant proposal.

2.6.2 The proposal evaluation committee shall have no access to the Financial Proposal, which in any case will remain sealed, until the technical evaluation is concluded or finalized.

## **2.7 Evaluation of Technical Proposals**

2.7.1 The evaluation committee appointed by the procuring entity to evaluate the proposals shall carry out the evaluation of technical proposals following the criteria set out in the terms of reference based on the following points criteria:

	<b>Points</b>
(i) Specific experience of the consultant related to the assignment	(5-10)
(ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference	(20-40)
(iii) Qualifications and competence of the key staff for the assignment	(30-40)
(iv) Suitability to the transfer of Technology Programme (Training)	<u>(0-10)</u> <b>Total Points 100</b>

2.7.2 Any proposal which will be examined and found not to comply with all the requirements for submission of the proposals will be declared non responsive. All the proposals found to have complied with all the requirements for submission of proposal shall be declared responsive by the evaluation committee

2.7.3 Each responsive proposal will be given a technical score (ST). any technical proposal which fails to achieve the total minimum score indicated in the appendix to the information to tenderers shall be rejected at this stage and will not proceed to the next stage of evaluation. The respective financial proposal will be returned to the individual consultant unopened.

## **2.8 Opening and Evaluation of Financial Proposals**

2.8.1 After completion of the evaluation of Technical proposals the procuring entity shall notify the individual consultants whose proposal did not meet the minimum technical score or were declared non responsive to the RFP and terms of reference. The notification will indicate that their financial proposals shall not be opened and will be returned to them unopened after the completion of the selection process and contract award. At the same time, the procuring entity shall simultaneously notify the consultants who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by the procuring entity for opening their financial proposal. They will also be invited to attend the opening ceremony if they wish to do so.

2.8.2 The financial proposals shall be opened by the procuring entity in the presence of the individual consultants who choose to attend the opening. The name of the individual consultant, the technical score and the proposed fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial proposals.

2.8.3 The formulae for determining the financial score (SF) unless an alternative formula is indicated in the appendix to the information to tenderers shall be as follows:

$S_f = 100 \times f_m / f$  where  $S_f$  is the financial score  $F_m$  is the lowest fees quoted and  $F$  is the fees of the proposal under consideration.

The lowest fees quoted will be allocated the maximum score of 100

2.8.4 The individual consultant's proposals will be ranked according to their combined technical score (st) and financial score (sf) using the weights indicated in the appendix to the instructions to consultants. Unless otherwise stated in the appendix to the instructions to consultants the formulae for the combined scores shall be as follows;

$$S = ST \times T\% + SF \times P\%$$

Where

S, is the total combined scores of technical and financial scores

St is the technical score and Sf is the financial score

T is the weight given to the technical proposal and P is the weight given to the financial proposal.

Note P + T will be equal to 100%

The individual consultant achieving the highest combined technical and financial score will be invited for negotiations.

## **2.9 Negotiations**

2.9.1 Negotiations will be held at the same address indicated in the appendix to the information to consultants. The purpose of the negotiations is for the procuring entity and the individual consultant to reach agreements on all points regarding the assignment and sign a contract.

2.9.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the individual consultant to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.

2.9.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the individual consultant whose proposal achieved the second highest score to negotiate a contract.

## **2.10 Award of Contract**

2.10.1 The contract will be awarded before commencement of negotiations. After negotiations are completed the procuring entity will promptly notify the other individual consultants that they were unsuccessful and return the financial proposals of the individual consultants who did not pass technical evaluation.

2.10.2 The selected individual consultant is expected to commence the assignment on the date indicated in the appendix to the information to consultants or any other date agreed with the procuring entity.

## **2.11 Confidentiality**

2.11.1 Information relating to evaluation of proposals and recommendations of contract award shall not be disclosed to the individual consultants who submitted the proposal or to other persons not officially concerned with the process, until the winning individual consultant has been notified that he/she has been awarded the contract.

## **SECTION III - TERMS OF REFERENCE (TOR)**

### **TERMS OF REFERENCE FOR MONITORING & EVALUATION OF THE ROLLOUT OF HOSPITAL MANAGEMENT SYSTEM.**

#### **Background**

Kirinyaga County undertook the implementation of a Hospital Management Information System in order to automate health care services in the county. The system was to be implemented in all hospitals and healthcare centers to enable the integration of information.

The automation process was aimed at among others; ensuring all pharmaceutical and non-pharmaceutical products purchased by or donated to the hospital are fully accounted for, patient medical records are safely stored and easily retrievable, improve and account for revenues collected in the hospitals as well as reduction of costs that would be automated.

#### **Purpose of the consultancy**

While the county department of health and sanitation together with that of Information Communication and Technology (ICT) continues to implement the system, there is need for increased technical capacity in monitoring and evaluation of the rollout, to ensure that the system is effectively rolled out and achieves the objectives for which the county government invested in it.

#### **Scope of the TOR**

The TOR entail monitoring and evaluation of the implementation of the Hospital Management System. In particular, to evaluate the status of completion of rollout of the system, to establish the extent to which the rolled-out system matches with original specification and client requirements and to institute a monitoring and evaluation framework aimed to continually monitoring the effectiveness and efficiency of the system.

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

The **specific objective and outputs** of the assignment will entail the following key activities:

- Preparation of the inception report detailing the status of development and implementation of the HMIS within 14days from commencement
- Conduct focus groups and stakeholder engagement forums to ascertain the extent of training, gaps in knowledge and skills and customer experience to establish the extent to which the system meets original specifications and requirements within 30 days from commencement
- Provide monthly reports detailing the status of the rollout, challenges experienced and proposed solutions
- Develop and train on a monitoring and evaluation framework with users' guidelines and clear timelines of reporting

**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**

1. Inception Report capturing the framework, methodology, roadmap, outline of the report, and the breakdown of tasks by the Consultant
2. Collect, analyze and prepare monthly progress implementation report detailing specific achievements along specific activities as outlined in Hospital Management Information System programme TOR
3. Conduct stakeholder's forum 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 starting from the date of contract award and signed and not end later than June 30<sup>th</sup>, 2021

## **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 among other reports as outlined will be submitted by the consultant to review the progress of the Study.

### **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 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 prove 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 the last two current consecutive years

### 3. Evaluation Criteria

<b>CONSULTANCY ON MONITORING &amp; EVALUATION OF THE ROLLOUT OF HOSPITAL MANAGEMENT SYSTEM</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>40</b>
3	Demonstrate clear understanding of ICT Monitoring and Evaluation strategies and how the consultant will meet the requirements of the County Government of Kirinyaga	10
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 in Hospital Management Information System programme TOR.	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>30</b>
6	<b>Team Leader</b> (Qualification & Experience Rating) <ul style="list-style-type: none"> <li>• Master's degree in ICT/Healthcare Management or any other related field</li> <li>• At least ten (10) years relevant professional experience in ICT M &amp;E, System Audits or any other related studies. (Attach CV)</li> </ul>	15

7	<b>ICT M &amp; E Experts</b> Consultants/Experience) <ul style="list-style-type: none"> <li>Degree in ICT/healthcare management and/any other related field.</li> <li>At least three (3) years related professional experience</li> </ul>	2 Experts , 5 Mks for each consult ant	10
8	<b>Field Officer/ Data Analyst</b> Consultants/Experience) <ul style="list-style-type: none"> <li>Degree in ICT, Healthcare management, Community Development Studies and/any other related field.</li> <li>At least three (3) years related professional experience</li> </ul>	1 Expert 5 Mks for each consult ant	5
<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 0.7 and Financial Criteria of a weight of 0.3. 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 IV - TECHNICAL PROPOSAL (TP)**

### **Notes on the Preparation of Technical Proposal**

The technical proposal shall be prepared and submitted by the consultants.

It shall contain the following: -

- (a) Submission letter
- (b) Particulars of the consultant including Curriculum vitae (CV)
- (c) Comments and suggestions of the consultant on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity.
- (d) Description of the methodology and work plan for performing the assignment
- (e) Any proposed staff to assist in the assignment
- (f) Consultancy services activities times schedule.
- (g) Any other submission relevant to the assignment

*(to be prepared by the consultant as appropriate)*

## **SECTION V - FINANCIAL PROPOSAL (FP)**

### **Notes on the Preparation Financial Proposal**

The financial proposal shall be prepared and submitted by the consultants. It shall contain the following.

- (a) Submission letter indicating total fees
- (b) Summary of costs
- (c) Breakdown of fees per activity
- (d) Breakdown of reimbursable costs/expenses per activity
- (e) Miscellaneous expenses

*(to be prepared by the consultant as appropriate)*

**SECTION VI - STANDARD CONTRACT FORM**

INDIVIDUAL PROFESSIONAL CONSULTANTS  
(small assignments)

The contract form shall be completed by the procuring entity after the award of the contract and negotiation of the contract. It will be signed by both parties pursuant to the information to consultant's clause 2.10.2

**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 deposed 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

# STANDARD CONTRACT FORM

## INDIVIDUAL PROFESSIONAL CONSULTANTS (small assignments)

### CONTRACT FOR CONSULTING SERVICES SMALL ASSIGNMENTS

#### 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.)

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

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

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

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

C. Payment Conditions

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

**4. Project Administration**

A. Coordinator.

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

B. Reports.

The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the course of the

assignment and will constitute the basis for the payments to be made under paragraph 3.

- 5. Performance Standards**

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

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

Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
- 8. Consultant Not to be Engaged in certain Activities**

The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 9. Insurance**

The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment**

The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 11. Law Governing Contract and Language**

The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.
- 12. Dispute Resolution**

Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

FOR THE CLIENT

FOR THE CONSULTANT

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

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

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

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

**FORM RB 1 REQUEST FOR REVIEW FORM**  
**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...

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**FOR OFFICIAL USE ONLY**

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

SIGNED  
Board Secretary