



Independent Policing  
Oversight Authority

**INDEPENDENT POLICING OVERSIGHT AUTHORITY  
(IPOA)  
2<sup>nd</sup> FLOOR, ACK GARDEN ANNEX  
1<sup>st</sup> NGONG AVENUE  
P.O BOX 23035 – 00100  
NAIROBI**

**TENDER NO.IPOA RFP/01/2019/2020: FOR  
PROVISION OF ADMINISTRATION SERVICES FOR  
MORTGAGE SCHEME AND CAR LOAN FOR IPOA  
STAFF**

**(JANUARY, 2020)**

## SECTION I – LETTER OF INVITATION (TENDER NOTICE)

**DATE: January, 2020**

### **TENDER NO.IPOA RFP/01/2019/2020: FOR PROVISION OF ADMINISTRATION SERVICES FOR MORTGAGE SCHEME AND CAR LOAN FOR IPOA STAFF**

Independent Policing Oversight Authority is seeking services of a Financial Institution for provision of mortgage scheme and car loan for **IPOA** staff.

Interested eligible Bidders may inspect the tender documents at the **Procurement Office, Independent Policing Oversight Authority, 1<sup>st</sup> Ngong Avenue, ACK Garden Annex, 3<sup>rd</sup> floor, P.O.BOX 23035 - 00100, Nairobi**, during normal working hours (8.00 A.M – 5.00 P.M.) at no cost or collect the tender document upon payment of a non-refundable fee of (**Kes.1000.00**) in cash or bankers cheque payable to **Independent Policing Oversight Authority** or download the tender document from **IPOA Website [www.ipoa.go.ke](http://www.ipoa.go.ke)** or from **treasury tender portal [www.Supplier.treasury.go.ke](http://www.Supplier.treasury.go.ke)**, respectively at no cost. Bidders who download the tender document from the websites must visit the Authority's office to register the tender before the submission date or send an e-mail to **info@ipoa.go.ke** confirming participation. This is to allow for communication in case of a clarification or addendum.

Prices quoted should be inclusive of all taxes, and levies, must be in Kenya Shillings and shall remain valid for **120** days from the closing date of the tender. The request for proposals (RFP) includes the following documents: Section I - Letter of invitation; Section II – Instruction to bidders- - and Section III- Technical Proposal; Section IV – Financial proposals; Section V - Terms of Reference; Section VI - Standard Contract Form.

The Bidder shall seal the original technical proposal & original financial proposal in one envelope and mark it "Original" and a copy of technical & a copy of financial proposal in one envelope and mark it "Copy". The envelopes (Original and Copy) shall be placed in one sealed outer envelope clearly marked **TENDER NO. IPOA RFP/01/2019-2020: FOR PROVISION OF ADMINISTRATION SERVICES FOR MORTGAGE SCHEME AND CAR LOAN FOR IPOA STAFF** and shall be opened on the same day. The outer envelope shall bear, the words: "DO NOT OPEN BEFORE **Thursday 20<sup>th</sup> February, 2020** at **11.30 a.m.** The complete tender document shall be deposited in the tender box at Independent Policing Oversight Authority, 1<sup>st</sup> Ngong Avenue, ACK Garden Annex, 3<sup>rd</sup> floor, Nairobi or be addressed and posted to:

**The Director/ Chief Executive Officer,  
Independent Policing Oversight Authority,  
P.O. BOX 23035 – 00100, Nairobi.**

To be received on or before **Thursday 20<sup>th</sup> February, 2020**, at **11.30 a.m.** Bids received after **11.30.a.m** shall be rejected.

Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at the IPOA's Boardroom.

Bidders MUST submit a serialized or paginated bid document. Bidders are also encouraged to prepare a table of content for easy of reference.

**MAINA NJORGE**  
**THE DIRECTOR/ CHIEF EXECUTIVE OFFICE**

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## SECTION II: - INFORMATION TO BIDDERS (ITC)

### 2.1 Introduction

- 2.1.1 The Client named in the Appendix to "ITC" will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The bidders 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 Bidders must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, service providers 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. Bidders should contact the officials named in the Appendix "ITC" to arrange for any visit or to obtain additional information on the pre-proposal conference. Bidders 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 Bidders to review the tender document free of charge before purchase.

## 2.2 Clarification and Amendment of RFP Documents

- 2.2.1 Bidders 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 bidders 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 bidders 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 Bidders proposal shall be written in English language
- 2.3.2 In preparing the Technical Proposal, bidders 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**, bidders 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 tender(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Bidders shall not associate with the other bidders invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
  - (ii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
  - (iii) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
  - (iv) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.
- 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**, bidders are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section **IV**). 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 Administrators, the sub-Administrators and their personnel, unless Appendix "A" specifies otherwise.
- 2.4.3 Bidders shall express the price of their services in **percentage of loan interest**.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by bidders and related to the assignment will be listed in the Financial Proposal submission Form.
- 2.4.5 The Proposal must remain valid for 120 days after the submission date. During this period, the bidder 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 service providers shall agree to the extension.

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

- 2.5.1 The original proposal (Technical Proposal and Financial Proposal shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
- 2.5.2 For each proposal, the bidders shall prepare the number of copies indicated in the **Tender Notice**. 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 technical and financial proposal shall be placed in a sealed envelope clearly marked "**ORIGINAL,**" and the copy of the technical and financial proposal in a sealed envelope clearly marked "**COPY**". Both envelopes shall be placed one sealed envelope clearly marked **TENDER NO.IPOA RFP/01/2019-2020: FOR PROVISION OF ADMINISTRATION SERVICES FOR MORTGAGE SCHEME AND CAR LOANFOR IPOA STAFF and** shall be opened on the same day. 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 service providers 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 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 bidder 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 service providers' proposal.
- 2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

### 2.6.3 Mandatory requirements

<b>Mandatory requirements</b>	<b>Yes / No</b>
Attach copy of valid Tax Compliance Certificate	
Attach copy of Certificate of Registration/ Incorporation	
The tender price must be valid for a period of 120 days from the date the tender is opened. <b>Indicate</b>	
Complete form to indicate that the firm has not been debarred from participating in public procurement ( <b>signed and stamped</b> ).	
Complete the Self Declaration form on Corruption ( <b>signed and stamped</b> )	
Sequential serialization on both sides of the bid document including the attachments	
Submit two bid documents (Original and Copy) of the Technical Proposal.	
Fully filled, signed and stamped Business Questionnaire	
Company must have experience in mortgage and Car Loans for a period of five (5) years – provide proof	
Must be licensed by Central Bank of Kenya (CBK)- Attach valid Registration	
Must be a member of Kenya Bankers Association- Attach valid certificate	
Audited accounts for the past three (3) years – 2016,2017 and 2018 - Current Ratio 2:1;Liquidity Ratio 1:1	

Only financial institutions meeting the above Mandatory Requirements (Score YES) in all the above items will be subjected to financial evaluation.

## 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>No.</b>	<b>Item Description</b>	<b>Parameter</b>	<b>Maximum Score</b>
	Specific experience service providers	5 Years' experience in Mortgage /Car Loan Scheme Administration – <b>2 Marks</b>	<b>40 Marks</b>

No.	Item Description	Parameter	Maximum Score
	related to the assignment	<p>for each year a <b>maximum of 10 Marks</b></p> <p>Attach letters of recommendations and contracts for similar assignment from four reputable clients, indicate their contacts, name and title of the contact person– 2.5 Marks for each to <b>maximum of 10 Marks</b></p> <p>Average value of accounts managed Value of Housing accounts in the last three (3) years:</p> <p>Above Kes.1 Billion -<b>10 Marks</b></p> <p>Kes.500 Million – 5 Marks</p> <p>Below Kes.500 Million - 3 Marks</p> <p>Value of Car Loan accounts in the past three (3) years:</p> <p>Above Kes.100Million -<b>10 Marks</b></p> <p>Kes.50 Million - 5 Marks</p> <p>Below Kes.50 Million - 3 Marks</p>	
	Adequacy of proposed work plan and methodology responding to Terms of Reference (TORs)	<p>Conformity of the proposal to the TORS (requirements), suitability /appropriateness of the proposed technical proposal and methodology including the work plan for performing the assignment</p> <p>Car Loan - <b>5 Marks</b></p> <p>Purchase of Residential Home/House - <b>10 Marks</b></p> <p>Purchase of Plot and Construction of residential house - <b>10 Marks</b></p> <p>Takeover and Equity Release – <b>5 Marks</b></p>	<b>50 Marks</b>

No.	Item Description	Parameter	Maximum Score
		Propose timelines for loan processing and advancing upon recommendation by IPOA  <b>Purchase/Construction/Purchase of plot/equity release</b>  Less than 1 month - <b>10 Marks</b>  1-3 months – <b>5 Marks</b>  More than 3 Months - <b>2 Marks</b>  <b>Purchase of a car</b>  Less than 3 working days – <b>10 Marks</b>  3-7 working days – <b>5 Marks</b>  More than 7 working days – <b>3 marks</b>	
	Qualifications and competence of the key staff for the assignment	Provide at least one Account Manager and two Public Relation Officers for House and Car loan Accounts  <i>Account Manager With relevant work experience</i>  Over 10 years - <b>5 Marks</b>  Below 10 years- <b>1 marks</b>  <i>Relations Officer</i>  Over 8 years – <b>2 Marks</b>  Below 8 years- <b>1 Marks</b>	<b>7</b>
	Suitability to Transfer Technology Programme (Training)	Provision of training programme to staff on the house and car loan scheme and financial management skills	<b>2</b>
		Value Addition to the service	<b>1</b>
	<b>Total Points</b>		<b>100</b>

Each responsive proposal will be given a technical score (TS). 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 of 70%**.

## 2.8 Public Opening and Evaluation of Financial Proposal

- 2.8.1 After Technical Proposal evaluation, the Client shall notify those bidders 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 bidders 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 bidders who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.
- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the bidders' representatives who choose to attend. The name of the bidder, 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 bidder 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 bidder in the financial proposal.
- 2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-

$Sf = 100 \times \frac{F_m}{F}$  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.**

**The Authority will undertake due diligence before a contract is signed and any adverse report or miss-presentation shall lead to automatic disqualification.**

- 2.8.6 The tender evaluation committee will endeavor to evaluate the tender within 30 days of from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price (**as guided in the Public Procurement Act, 2015**)
- 2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request, where applicable.

## **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 bidders on the shortlist that they were unsuccessful and return the Financial Proposals of those bidders 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 bidders 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 bidders 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 bidders observe the highest standards of ethics during the selection and award of the contract and also during the performance of the assignment. The bidder 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 bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

## APPENDIX TO INFORMATION TO BIDDERS

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

### Clause Reference

- 2.1 The name of the Client is: **Independent Policing Oversight Authority**
- 2.1.1 The method of selection is: The bidder with highest score in Technical proposal and submitted the lowest evaluated financial proposal as indicated
- 2.1.2 Technical and Financial Proposals are requested: Yes
- The name, objectives, and description of the assignment are: *To provide Administration service for the Mortgage scheme and Car Loan to IPOA Staff*
- 2.1.3 A pre-proposal conference will be held: No  [if Yes, indicate date, time and venue]
- 2.1.4 The Client will provide the following inputs:
- a) The Authority will endeavor to provide as much information and documentation required and sufficient for the Financial Institution to perform its work
  - b) The Authority will provide Copies of existing relevant employee information and documents.
  - c) The Authority will provide list/ names of the employees who are eligible for the loan
  - d) The Authority will nominate a liaison officer who will maintain regular contact with the financial Institution on matters regarding this banking facility, and provide appropriate administrative support to the team.
  - e) The successful Financial Institution will pay itself the Administrative fee for its services by deducting its charges/ fees from the amount deposited with it.
- 2.1.5 The Scheme will be administered as per the guidelines of the Salaries and Remuneration Commission.
- 2.1.6 Taxes: All applicable taxes to be included in the Financial Proposals
- 2.1.7 The tender validity period is 120 days after date of tender opening
- 2.1.8 Tenderers **must submit two copies of the tender document (original and copy)**
- 2.1.9 The Tender Processing Committee shall evaluate the proposals both technically and financially
- 2.1.10 The Tender Processing 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, notwithstanding any other requirement in the tender documents.



2.1.11 The bids will be evaluated on a least cost method of selection.

The envelopes (Original and Copy) shall be placed in one sealed envelope clearly marked **TENDER NO. IPOA RFP/01/2019-2020: FOR PROVISION OF ADMINISTRATION SERVICES FOR MORTGAGE SCHEME AND CAR LOAN FOR IPOA STAFF** and deposited in the tender box provided and addressed to:

**The Director/ Chief Executive Officer,  
Independent Policing Oversight Authority,  
1st Ngong Avenue, ACK Garden Annex, 3rd floor  
P.O. BOX 23035 – 00100, Nairobi.**

To be received on or before **Thursday 20<sup>th</sup> February, 2020 at 11.30 a.m.**

2.5.3 The proposal submission address is: IPOA Nairobi office located at ACK Garden Annex 3<sup>rd</sup> Floor. Information on the outer envelope should also include: Tender No. and Tender Description

2.5.4 Proposals must be submitted no later than **Thursday 20<sup>th</sup> February, 2020, at 11.30 a.m**

2.6.1 The address to send information to the Client is:

**The Director/ Chief Executive Officer,  
Independent Policing Oversight Authority  
1st Ngong Avenue, ACK Garden Annex, 3rd floor  
P.O. BOX 23035 – 00100, Nairobi.**

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

2.7.2 The assignment is expected to commence on (after signing of the contract by both parties).

## **SECTION III: - TECHNICAL PROPOSAL**

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

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

## **SECTION III – TECHNICAL PROPOSAL**

### **Contents**

1. Technical proposal submission form
2. Firms references
3. Comments and suggestions of bidders on the Terms of reference and on data, services and facilities to be provided by the procuring entity
4. Description of the methodology and work plan for performing the assignment
5. Team composition and Task assignments
6. Format of curriculum vitae (CV) for proposed Professional staff

# 1. TECHNICAL PROPOSAL SUBMISSION FORM

\_\_\_\_\_ Date

To: \_\_\_\_\_ [Name and address of Client)

Ladies/Gentlemen:

We, the undersigned, offer to provide the administration services for \_\_\_\_\_ [Title of administration services] in accordance with your Request for Proposal dated \_\_\_\_\_ and our Proposal. We are hereby submitting our Proposal, which includes this **Technical Proposal, and a Financial Proposal sealed under a separate envelope.**

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

We remain,

Yours sincerely,

[Authorized Signature] \_\_\_\_\_

[Name and Title of Signatory] \_\_\_\_\_

[Name of Firm] \_\_\_\_\_

[Address] \_\_\_\_\_

## 2. Firm's references

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

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

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

Firm's Name: \_\_\_\_\_

Name and title of signatory; \_\_\_\_\_

**3. Comments and Suggestions of Bidders on the Terms of Reference and on data, services and facilities to be provided by the client.**

On the Terms of Reference:

1.

2.

3.

4.

5.

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

1.

2.

3.

4.

5.

**4. Description of the methodology and work plan for performing the assignment**

## 5. Team composition and task assignments

### 1. Technical/Managerial Staff

Name	Position	Task

### 2. Support Staff

Name	Position	Task



## 6. Format of curriculum vitae (CV) for proposed professional staff

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

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

Membership in Professional Societies: \_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

\_\_\_\_\_

### **Key Qualifications:**

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

### **Education:**

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

### **Employment Record:**

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

### **Certification:**

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

Signature of staff Member: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of authorized representative of the firm: \_\_\_\_\_ Date: \_\_\_\_\_

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

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

### **Notes on preparation of Financial Proposal**

- 4.1 The Financial proposal prepared by the bidder 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 and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part.

## **SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS**

### **Contents**

1. Financial proposal submission Form
2. Summary of costs
3. Breakdown of price/per activity
4. Breakdown of remuneration per activity
5. Reimbursables per activity
6. Miscellaneous expenses

**1. FINANCIAL PROPOSAL SUBMISSION FORM**

\_\_\_\_\_ Date

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the administration services for \_\_\_\_\_ [Title of administration 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] \_\_\_\_\_

## 2. SUMMARY OF COST

<b>Costs</b>	<b>Currency</b>	<b>Amounts</b>
Subtotal  Taxes		
Total Amount of Financial Proposal		

## SECTION V: - TERMS OF REFERENCE

### 1 BACKGROUND INFORMATION

The Independent Policing Oversight Authority (IPOA) The Independent Policing Oversight Authority was established through an Act of Parliament published in November 2011 to provide for civilian oversight over the work of the police in Kenya. The mandate of the Authority as provided in the IPOA Act No. 35 of 2011 is to:

- (i) To investigate deaths and serious injuries caused by police action
- (ii) To investigate police misconduct
- (iii) To monitor, review and audit investigations and actions by Internal Affairs Unit of the police
- (iv) To conduct inspections of police premises
- (v) To monitor and investigate policing operations and deployment
- (vi) To review the functioning of the internal disciplinary process
- (vii) Reporting

The Authority proposes to partner with a reputable financial institution to administer a Staff Mortgage Scheme and Car Loan.

The scheme to be referred to as “**The Independent Policing Oversight Authority (IPOA) Mortgage Scheme and car Loan**” will be based on a revolving fund and administered by a financial institution/bank. The scheme will have standard conditions and legal obligations with clearly set out application procedures.

Currently IPOA has a staff capacity of 212 officers who are expected to benefit from the scheme.

### 2 OBJECTIVE OF THE ASSIGNMENT

The Authority wishes to engage services of a Financial Administrator to manage the Car and Mortgage Scheme whose purpose is to assist staff of the Authority purchase an existing residential property, purchase of land and construction, construction, renovation and improvement of existing residential property, takeover loans on existing mortgages or equity release. The scheme will, however, not support purchase or construction of commercial housing or for speculative purposes. The terms and conditions of the Authority Staff Loans Policy shall apply. The key objective is to motivate and retain a competent workforce in order to ensure efficient service delivery to the citizens.

### 3 SCOPE OF THE SERVICES

According to the Salaries and Remuneration Commission circular no. SRC/ADM/CIR/1/13 Vol. III (128) of 17th December, 2014 the duration of the scheme shall be a maximum of twenty (20) years for mortgage schemes and five (5) years for car loan. The scheme shall

be managed as per the Salaries and Remuneration thresholds on car loan and mortgages (circular no. SRC/ADM/CIR/1/13 Vol. III (128) of 17th December, 2014 and IPOA staff mortgage and car loan regulations.

**a) Mortgage Scheme**

The threshold for Mortgage scheme is as indicated below:-

<b>BENEFICIARY</b>	<b>IPOA EQUIVALENT</b>	<b>MORTGAGE</b>
Chief Executive Officer	Job Grade 1	Up to twenty five million shillings (Kshs 25,000,000/-)
S, T, U	Job Grade 2	Up to twenty million shillings (Kshs 20,000,000)
P, Q, R	Job Grade 3	Up to fifteen million shillings (Kshs 15,000,000)
K, L, M, N	Job Grade 4,5	Up to ten million shillings (Kshs 10,000,000)
G, H, J	Job Grade 6,7,8	Up to six million shillings (Kshs 6,000,000/
A, B, C, E, F	Job Grade 9	Up to four million shillings (Kshs 4,000,000/

The successful Financial Administrator will be expected to:

- (i) Operate individual accounts for each borrower and provide details of recoveries of the loan;
- (ii) Charge security on property acquired through loans from the scheme to protect the interests of the Scheme and act as a custodian of such charges;
- (iii) Disburse payments of approved loans to borrowers after the necessary documentation is completed;
- (iv) Pay all outgoing costs and issue demand notices to defaulting borrowers through the Authority appointed liaison office;
- (v) Upon payment of the loan, interest and other outstanding expenses, discharge the charge and release the security documents to the borrower;
- (vi) Provide the borrower with a statement and a monthly report on the movement of the Scheme;
- (vii) Ensure all the relevant insurances are in place, valid and maintained in their custody
- (viii) Keep safe custody of all original leases/titles of the property and a copy to be kept by IPOA Liaison Office
- (ix) Track repayment of contract and exited staff to ensure the payments are up to date and
- (x) Perform such other duties pertaining to the scheme when as and when they arise.

**b) Car Loan:**

The threshold for Mortgage scheme is as indicated below:-

<b>BENEFICIARY</b>	<b>IPOA EQUIVALENT</b>	<b>MOTOR VEHICLE LOAN</b>
Chief Executive Officer	Job Grade 1	Up to five million shillings (Kshs 5,000,000)
S, T, U	Job Grade 2	Up to four million shillings (Kshs 4,000,000)
P, Q, R	Job Grade 3	Up to three million shillings (Kshs 3,000,000)
K, L, M, N	Job Grade 4,5	Up to one million, five hundred thousand shillings (Kshs 1,500,000)
G, H, J	Job Grade 6,7,8	Up to eight hundred thousand shillings (Kshs 800,000)
A, B, C, E, F	Job Grade 9	Up to six hundred thousand shillings (Kshs 600,000)

The Administrator shall be expected to undertake the management of the Car Loan Scheme whose purpose is to assist a staff member purchase a Car for personal use. The scheme will, however, not support purchase of Cars for commercial or for speculative purposes. The successful administrator will be expected to:-

- (i) Provide appraisal services.
- (ii) Advise Authority on monthly repayments.
- (iii) Keep the log book and transfer form until the loan is fully repaid.
- (iv) Advise on any defaults and institute measures to ensure full recoveries of the loan balance.
- (v) Revert the rates to market rates where Authority advises so in line with the policy.

#### **4 INTEREST RATES FOR THE SCHEME**

The interest rate chargeable on the loan(s) granted for both schemes shall not be more than 3% per annum on a reducing balance in compliance with the Authority guidelines. The Authority reserves the right to vary the rate of interest in line with government circulars issued from time to time. This will however, be guided by the agreement between the Authority and the Scheme Administrator and shall apply to new borrowers only.

#### **5 FINANCING OF THE SCHEME**

The Authority shall roll out the scheme with initial seed capital of **Kshs. 30 Million**, but fund expected to grow on annual basis based on Treasury budget allocations and which will be released in accordance to the National Treasury disbursement schedule.

#### **6 TERMS AND CONDITIONS OF THE SCHEME**

The proposed Staff Car and mortgage Scheme will be operated as per the provisions of the Independent Policing Oversight Authority's (IPOA) staff mortgage and car loan scheme regulations of March, 2016:



- (i) The Mortgage Loan shall be repaid by monthly instalments in addition to interest by way of monthly deductions from the employee's salary, within a maximum period of 20 years subject to the mandatory retirement age currently 60 years.
- (ii) The Car Loan shall be repaid by monthly instalments plus interest by way of monthly deductions from the employee's salary within a maximum period of 5 years for second hand cars and 8 years for new cars subject to the mandatory retirement age currently 60 years.
- (iii) The applicants must not be having less than twelve (12) months to retirement.
- (iv) Other conditions applicable to the loan shall be as in the IPOA staff mortgage and car loan scheme regulations
- (v) Where a borrower ceases to be an employee of the Authority for whatever reason other than disciplinary grounds, the terms of the loan remains in force and does not change for life of the loan unless in the cases of default. In both cases of disciplinary or default, the interest reverts to commercial terms as will be advised by the Authority
- (vi) In the incident of death in service, the Mortgage/Car Insurance Policy terms shall apply.

## **7. IPOA EMPLOYEES LOAN ELIGIBILITY TERMS AND CONDITIONS**

For a member of staff to qualify for a loan, such a member shall be required to be;

- (i) Confirmed in appointment;
- (ii) Must have served the Authority for a minimum of six (6) months;
- (iii) Be either on term contract or permanent and pensionable terms of service;
- (iv) Not under disciplinary process;
- (v) Loans granted will be subject to 1/3rd rule whereby the employee shall not commit more than 2/3 of his/her monthly gross salary after the deduction of the mortgage;
- (vi) The car loan shall be recovered within sixty (60) months for second hand cars and ninety (96) months for new cars or the number of months remaining to the borrower's retirement at 60 years whichever is less;
- (vii) Under the contract terms of service, in respect of borrowers, the repayments thereof shall be made and restricted to the unexpired period of the contract agreement;
- (viii) Notwithstanding the above, the Authority reserves the right to recall in the entire loan facility and require immediate redemption of the said loan without notice;
- (ix) The balance of salary after the loan deductions shall not be less than one third (1/3) of the employees' gross salary to qualify for car loan;
- (x) Any staff wishing to repay the loan in full before the expiry of the agreed period shall be free to do so and,
- (xi) Upon completion of full repayment of loan, the staff shall pay the necessary transfer fees to have the property transferred to his/her sole ownership.

## **a. SPECIFIC REQUIREMENTS MORTGAGE**

### **a) Requirements for House Purchase Loan**

The following documents shall be required:

- (i) A valid offer for sale by the legal vendor of his/her legally appointed agent;
- (ii) A copy of the Title Document – certificate of lease or title deed;
- (iii) A valuation report by a qualified valuer appointed by the Scheme/Financial Administrator;
- (iv) Original pay slips for the last three months;
- (v) Recommendation from the Authority and
- (vi) Any other document as may be guided.

### **b) Requirements for House Construction Loan**

An application for land/plot and construction purposes shall be accompanied by the following documents:

- (i) Present proof of ownership of land on which the house is to be constructed e.g. title deed, certificate of lease or letter of allotment.
- (ii) Spousal consent form; Affidavit to confirm spousal consent (where applicable).
- (iii) Copies of design by a registered architect of the proposed residential property duly approved by the County Authority within whose area is to be situated
- (iv) Certified Bill of Quantities and Contractor's certified estimated building cost.
- (v) Proof of a registered contractor to undertake the construction works.
- (vi) Recommendation from the Authority.
- (vii) Any other document as may be guided.

### **c) Additional Conditions for House Construction Loan**

For consideration of house construction loan, the following basic conditions shall apply:-

- (i) The loan shall not include the legal fees, valuation fees, insurance and other related charges which shall be borne by the staff.
- (ii) A staff who is advanced a loan for construction of a house will be expected to complete construction and take occupation of the house within a period of twenty four (24) months from the date of construction unless request for extension is put in writing and so granted by the Scheme Administrator;
- (iii) Funds shall only be released in phases on as and when advised by the Quantity Surveyors, Valuer or Architect.
- (iv) Interest shall be payable upon release of the funds
- (v) Any other conditions as may be determined.

### **d) Conditions for Takeover or Equity release**

- (i) For consideration of takeover, the staff should be in possession of an existing mortgage facility which will be taken over under the Authority Scheme up to the limit approved by the Authority.
- (ii) For equity release, the property under consideration shall be used as the security.

## **b. SPECIFIC REQUIREMENTS FOR CAR LOAN**

### **(i) Second- Hand Motor Vehicles**

The loan shall be used to purchase a motor vehicle that is not more than eight years old. Staff intending to purchase used motor vehicles shall be required to submit a mechanical inspection and valuation report obtained at a valuation agency such as the Automobile Association of Kenya (AA) or an equivalent registered valuer. The borrower shall meet the valuation charges.

### **(ii) New Motor Vehicles**

Applications to purchase a new Car shall be accompanied by the pro-forma invoice from the dealer. No loan shall be granted by the Authority unless it is satisfied as to the mechanical soundness and, marketability of the vehicle to be purchased.

### **(iii) Logbook**

The logbook will be registered in the joint names of the Authority and the staff. The logbook will be in the custody of the scheme administrator until the loan is fully settled.

### **(iv) Vehicle Maintenance**

- (a) The borrower shall maintain the said vehicle in good working condition and shall neither use the vehicle on public road if the vehicle is defective nor shall the borrower violate or
- (b) The Car shall be driven by the borrower personally or by his authorized driver as the case shall be (if qualified). The driver shall possess a valid driving license.
- (c) Where the vehicle is involved in an accident or stolen, the borrower shall immediately inform his insurers and the police in writing.

## **2. INSURANCE POLICY COVER OF MOTOR VEHICLE(S) AND MORTGAGE**

The staff to whom the Car or Mortgage loan is made shall take a comprehensive insurance policy cover in the joint names of the Authority scheme administrator and staff. It is the responsibility of the scheme administrator to arrange for the renewal of the insurance policy when it becomes due whilst there is any advance still outstanding.

The insurance charges shall be borne by the staff either:-

- (i) Through check off system where the Authority shall make monthly remittances to the scheme administrator within a twelve months period or
- (ii) The staff member can make personal insurance arrangements with an Insurance agency licensed by Insurance Regulatory Authority (IRA)
- (iii) The policy document shall be deposited with the scheme administrator for safe custody.

## **3. TRAINING**

The Tenderer will be required to train The Authority counterpart staff on how to manage the facility.

## **SECTION VI – STANDARD FORMS OF CONTRACT**

- a. ANNEX I – BUSINESS QUESTIONNAIRE
- b. ANNEX II – LARGE AND SMALL ASSIGNMENTS (TIME - BASED PAYMENTS)
- c. ANNEX III – SMALL ASSIGNMENTS (LUMP-SUM PAYMENTS)

### **NOTES**

- 1. LARGE ASSIGNMENT - Exceeding Ksh. 5,000,000
- 2. SMALL ASSIGNMENT - Not exceeding Ksh. 5,000,000
- 3. TIME BASED PAYMENT - Time based fixed fee exact duration of contract not fixed
- 4. LUMP-SUM PAYMENT - Stated fixed contract sum.

**STANDARD FORM OF CONTRACT FOR ADMINISTRATION SERVICES**

**Large Assignments (Lump- Sum payment)**

## **Special Notes**

1. The Lump-Sum price is arrived at on the basis of inputs – including rates – provided by the service providers. The Client agrees to pay the service providers according to a schedule of payments linked to the delivery of certain outputs, usually reports. Lump-sum contracts have the simplicity of administration, the Client having only to be satisfied with the outputs without monitoring the staff inputs and should be used for large Assignments in for example Design; Engineering; Supervision and Management Services; Master plans; Economic and Feasibility studies; and Surveys.
2. The Contract includes four parts: Form of Contract, the General Conditions of Contract, the Special Conditions of Contract and the Appendices. The Client using this standard contract should not alter the General Conditions. Any adjustment to meet any specific project features should be made only in the Special Conditions.

**CONTRACT FOR CAR LOAN AND MORTGAGE ADMINISTRATION SERVICES**

**Large Assignments (Lump-Sum Payments)**

**between**

\_\_\_\_\_  
**[Name of the Client]**

**AND**

\_\_\_\_\_  
**[Name of the service providers]**

**Dated:** \_\_\_\_\_ **[date]**

## 1. FORM OF CONTRACT

### Large Assignments (Lump-Sum Payments)

This Agreement (hereinafter called the "Contract") is made the \_\_\_\_\_ day of the month of \_\_\_\_\_ [month], [year], between \_\_\_\_\_, [name of client] of [or whose registered office is situated at] \_\_\_\_\_ [location of office] (hereinafter called the "Client") of the one part AND \_\_\_\_\_ [name of service providers] of [or whose registered office is situated at] \_\_\_\_\_ [location of office] (hereinafter called the "service provider") of the other part.

#### WHEREAS

- a. the Client has requested the service providers to provide certain administrative services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- b. the service providers, having presented to the Client that he has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The following Appendices: [**Note:** If any of these Appendices are not used, they should be deleted from the list]
    - Appendix A: Description of the Services
    - Appendix B: Reporting Requirements
    - Appendix C: Key Personnel and Sub Administrators
    - Appendix D: Services and Facilities Provided by the Client
2. The mutual rights and obligations of the Client and the service providers shall be as set forth in the Contract; in particular:
  - (a) The service providers shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) The Client shall make payments to the service providers in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of \_\_\_\_\_ [name of client]



[full name of Client's authorised representative]\_\_\_\_\_

[title]\_\_\_\_\_

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

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

For and on behalf of \_\_\_\_\_ [name of service providers]

[full name of service provider's authorized representative] \_\_\_\_\_

[title]\_\_\_\_\_

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

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

## II. General conditions of contract

### GENERAL PROVISIONS

#### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:

- (a) **"Applicable Law "** means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) **"Contract"** means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) **"Contract Price"** means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
- (d) **"Consultant"** means a legally established professional consulting firm or an entity that may provide or provides the services to the client under the contract;
- (e) **"Foreign Currency"** means any currency other than the Kenya Shilling;
- (f) **"GC"** mean these General Conditions of Contract;
- (g) **"Government"** means the Government of the Republic of Kenya;
- (h) **"Local Currency"** means the Kenya Shilling;
- (i) **"Party"** means the Client or the Consultant, as the case may be and "Parties" means both of them;
- (j) **"Personnel"** means persons hired by the Consultant or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof;
- (k) **"SC"** means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) **"Services"** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) **"Sub consultant "** means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4

## 1.2 Law Governing the contract

This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.

## 1.3 Language

This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## 1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

## 1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.

## 1.6 Authorized Representative

Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

## 1.7 Taxes and Duties

the Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

## 2. Commencement, completion, modification and termination of contract

**2.1 Effectiveness of Contract:** This Contract shall come into effect on the date the Contract is signed by both Parties and or such other later date as may be stated in the SC.

**2.2 Commencement of Services:** the Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.

**2.3 Expiration of Contract:** Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.

**2.4 Modification:** Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.

## **2.5 Force Majeure**

**2.5.1 Definition** For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

**2.5.2 No Breach of contract:** The failure of a Party to fulfill any of its obligations under of Contract the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**2.5.3 Extension Of Time:** Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

**2.5.4 Payments:** During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall NOT be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## **2.6 Termination**

### **2.6.1 By the Client**

The Client may terminate this Contract by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

- (a) If the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) If the Consultant becomes insolvent or bankrupt;
- (c) If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) If the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

**“Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution.

**“fraudulent practice”** means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

- (e) If the Client in his sole discretion decides to terminate this Contract.

## **2.6.2 By the Consultant**

The Consultant may terminate this Contract by not less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any of the following events;

- a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or
- b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

## **2.6.3 Payment**

Upon termination of this Contract pursuant to Clauses upon 2.6.1 or 2.6.2, the Client shall make the following termination payments to the Consultant:

- a) Remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- b) Except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract.

## **3. Obligations of the consultant**

### **3.1 General**

The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client and shall at all times support and safeguard the Client’s legitimate interests in any dealing with Sub Consultants or third parties.

## **3.2 Conflict of Interests**

### **3.2.1 Consultant Not to Benefit from commissions, Discounts Etc.**

- (i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or, the Services and the Consultant shall not accept for his own benefit any trade Commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.
- (ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.
- (iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

### **3.2.2 Consultant and affiliates not to be otherwise interested in project**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Sub Consultant and any of his affiliates, 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 service.

### **3.2.3 Prohibition of conflicting activities**

Neither the Consultant nor his sub Consultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:

- a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract;
- b) or after the termination of this Contract, such other activities as may be specified in the SC.

## **3.3 Confidentiality**

The Consultant, his sub consultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the

Services, this Contract or the Client's business or operations without the prior written consent of the Client.

### **3.4 Insurance to be taken out by the Consultant and sub consultant[s]**

The Consultant (a) shall take out and maintain and shall cause any sub consultants' (as the case may be) to take out and maintain, at his own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

### **3.5 Consultant's Client's Prior Approval**

The Consultant shall obtain the Client's prior actions requiring approval in writing before taking any of the following actions;

- a) Entering into a subcontract for the performance of any part of the Services,
- b) Appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Sub consultants").

### **3.6 Reporting Obligations and documents**

The Consultant shall submit to the Client the reports and documents specified in TORS, in the form, in the numbers and within the time periods set forth in the said Appendix.

### **3.7 Documents prepared by the consultant to be the property of the client**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

## **4. Consultants personnel**

### **4.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix on Information to Tenderers- technical evaluation. The Key Personnel and Sub consultants listed by title as well as by name in Appendix Information to Tenderers are hereby approved by the Client.

### **4.2 Removal of Personnel**

- a) Except as the Client may otherwise agree, no changes and/or shall be made in the Key Personnel. If for any reason Replacement beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

- b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## **5. Obligations of the client**

### **5.1 Assistance and Exemptions**

The Client shall use his best efforts to ensure that he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

### **5.2 Change in the Applicable Law**

If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

### **5.3 Services and Facilities**

The Client shall make available to the Consultant the Services and Facilities listed under Appendix F.

## **6. Payments to the consultant**

### **6.1 Lump-Sum Remuneration**

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub Consultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

### **6.2 Contract Price**

The contract price is fixed and is set forth in the SC. The contract price breakdown is provided in the Appendix information to Bidders.

### **6.3 Payment for Additional Services**

For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.



## **6.4 Terms and Conditions of Payment**

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.

## **6.5 Interest on Delayed Payment**

Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest may 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. – However, the client will endeavor to pay within the required period unless when the cause of delay is beyond the client's control.

## **7. Settlement of disputes**

### **7.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

### **7.2 Settlement of Disputes**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

**III. Special conditions of contract**

**Number of GC Clause: Amendments of and Supplements to Clauses in the General Conditions of Contract**

1.1 (i) the member in charge is \_\_\_\_\_(name of member)

1.4 The addresses are:

Client: \_\_\_\_\_

Attention: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telex; \_\_\_\_\_

Facsimile: \_\_\_\_\_

Consultant: \_\_\_\_\_

Attention: \_\_\_\_\_

Telephone; \_\_\_\_\_

Telex: \_\_\_\_\_

Facsimile: \_\_\_\_\_

1.6 The Authorized Representatives are:

For the Client: \_\_\_\_\_

For the Consultant: \_\_\_\_\_

2.1 The date on which this Contract shall come into effect is \_\_\_\_\_ [date]

**Note:** *The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Consultants of advance payment and by Client of bank guarantee*

2.2 The date for the commencement of Services is \_\_\_\_\_ [date]

2.3 The period shall be \_\_\_\_\_ [length of time].

**Note:** *Fill in the period, eg, twenty-four (24) months or such other period as the parties may agree in writing.*

3.4 The risks and coverage shall be:

- i. Professional Liability \_\_\_\_\_
- ii. Loss of or damage to equipment and property \_\_\_\_\_

6.2(b) The amount in local Currency is \_\_\_\_\_ *[Insert amount]*

6.4 Payments shall be made according to the following schedule: Policy document

## **IV. Appendices**

### **APPENDIX A – DESCRIPTION OF THE SERVICES**

*Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.*

### **APPENDIX B – REPORTING REQUIREMENTS**

*List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."*

### **APPENDIX C– KEY PERSONNEL AND SUBCONSULTANTS**

*List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel and staff-months for each.*

*C-2 List of approved Sub Consultants (if already available); same information with respect to their Personnel as in C-1.*

### **APPENDIX D – SERVICES AND FACILITIES PROVIDED BY THE CLIENT**

## **ANNEX III**

### **SAMPLE CONTRACT FOR CONSULTING SERVICES**

#### **Small Assignments**

Lump-sum payments

# **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 bidder's name] of [or whose registered office is situated at]  
\_\_\_\_\_ [insert bidder's address](hereinafter called  
"the bidder") 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 bidder shall perform the Services specified in Appendix A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract. The
- ii. Consultant shall provide the personnel listed in Appendix B, "bidder's Personnel," to perform the Services.
- iii. The bidder shall submit to the Client the reports in the form and within the time periods specified in Appendix C, "bidder's Reporting Obligations."

### **2. Term**

The bidder 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 bidder.

#### **B. Payment Condition**

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 may 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 bidder 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 bidder 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 bidder agrees that during the term of this to be Engaged 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.

#### **4. Insurance**

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

#### **5. Assignment**

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

## 6. Laws governing contract and language

The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.

## 7. 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

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

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

FOR THE CONSULTANT

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

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

### List of appendices

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's Personnel

Appendix C: Consultant's reporting Obligations



**II. LETTER OF NOTIFICATION OF AWARD**

Address of procuring entity

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To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RE: TENDER NO. IPOA RFP/01/2019/2020: TENDER NAME:**

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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

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SIGNED FOR ACCOUNTING OFFICER

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

**BETWEEN**

..... **APPLICANT**

**AND**

..... **RESPONDENT (Procuring entity)**

Request for review of the decision of the ..... (Name of the Procuring Entity) of ..... dated the.....day 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.

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

- 1.
- 2.

SIGNED .....(Applicant)

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

**FOR OFFICIAL USE ONLY**

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

SIGNED

**Board Secretary**

**CONFIDENTIAL BUSINESS QUESTIONNAIRE (Mandatory)**

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b), or 2(c) Which ever applies to your type of business.

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

**Part 1- General:**

Business Name .....

Location of Business Premises .....

Plot No. .... Street/ Road .....

Postal Address ..... Tel. No. .... Fax.....Email .....

Nature of Business .....

Registration Certificate No. ....

Maximum value of business which you can handle at any one time Kshs. ....

Name of your bankers ..... Branch .....

**Part 2(a) – Sole Proprietor:**

Your name in full ..... Age .....

Nationality ..... Country of origin .....

Citizenship details.....

**Party 2(b) – Partnership**

Give details of partners as follows

	Name	Nationality	Citizenship Details	Shares
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....
5.	.....	.....	.....	.....

**Part 2(c) – Registered Company:**

Private or public .....

State the nominal and issued capital of the company –

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows:

	Name	Nationality	Citizenship Details	Shares
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....
5.	.....	.....	.....	.....

Date..... Signature of bidder .....

If a citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or Registration.

**SELF DECLARATION FORM (CORRUPTION) (Mandatory)**

**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:-

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.

- 1. 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.
- 2. 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).
- 3. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender.
- 4. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....  
(Title)

.....  
(Signature)

.....  
(Date)

Bidder's Official Stamp

**FORM A2 –DEBARREMENT FORM (Mandatory)**

Bidders are required to sign the declaration below:

The company is not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing. The company or its directors have not been debarred from participating in public procurements or ineligible on account of corruption or fraudulent practices. The Products being offered in this tender is not in breach of any laws whatsoever. Finally, the company has the necessary qualifications, capability, experience, resources, equipment and facilities to provide what is being procured in this invitation to tender”

Signed by: \_\_\_\_\_ Position: \_\_\_\_\_

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