

COUNTY GOVERNMENT OF KILIFI.



**DEPARTMENT OF TRADE, TOURISM AND CO-OPERATIVE
DEVELOPMENT**

**CONSULTANCY FOR DEVELOPMENT OF TRAINING MANUAL
AND CAPACITY BUILDING FOR KILIFI COUNTY MICRO
FINANCE FUND (MBEGU FUND) BENEFICIARIES AND MSEs IN
KILIFI COUNTY.**

TENDER NO. KCG/TRD/RFP/779593/2019/2020

February, 2020

**KILIFI COUNTY
P.O.BOX 519-80108
KILIFI**

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INTRODUCTION

1. This standard Request for Proposals (RFP) Consultancy and Design has been prepared for use by public entities in Kenya. It has been found necessary for selection of consultancy and Designers for small assignments as required by the Standard Request for Proposals Regulations.
2. This Standard Request for Proposals Consultancy and Design shall be used for such assignments by all procuring entities.
3. The general conditions of contract in the document 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 TO TENDER DATE 19th February 2020

TENDER REF NO. KCG/TRD/RFP/779593/2019/2020

TENDER NAME: REQUEST FOR PROPOSAL FOR DEVELOPMENT OF TRAINING MANUAL AND CAPACITY BUILDING FOR KILIFI COUNTY MICRO FINANCE FUND (MBEGU FUND) BENEFICIARIES AND MSEs IN KILIFI COUNTY.

M/S

Dear Sir/Madam,

1.1 The County Government of Kilifi invites proposals for consultancy for Development of training manual and capacity building for Kilifi County micro-finance Fund (Mbegu fund) Beneficiaries and MSEs.

More details of the services are provided in the terms of reference herein.

1.2 The request for proposal (RFP) includes the following documents;

- Section I - Letter of invitation
- Section II - Information to Candidate
- Section III - Terms of reference
- Section IV - Technical proposal
- Section V - Financial proposal
- Section VI - Standard Contract Form (where applicable)

Complete tender documents must be submitted through the IFMIS SUPPLIER PORTAL www.supplier.treasury.go.ke as per the requirements contained in the documents so as to be received on or before the date and time indicated in the IFMIS. 5th March 2020

1.1 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.

SECTION II -INSTRUCTIONS TO CANDIDATES

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SECTION II - INFORMATION TO CANDIDATES

2.1 Introduction

- 2.1.1 The County Government of Kilifi will select a candidate among those invited to submit in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The candidate 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 candidate. In such a case the highest ranked candidate 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 candidate.
- 2.1.4 The candidates 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, candidates are encouraged to liase with the procuring entity regarding any information that they may require before submitting a quotation.
- 2.1.5 The client will provide the inputs and services specified in the special conditions of contract needed to assist the candidate 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 quotations 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 Candidates may request clarification of any of the RFP (C&D) 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 candidates 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 any candidate amends the RFP (C&D). Any amendment shall be issued in writing, fax or email to all invited candidates and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the quotations.

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 candidates are expected to examine the documents consisting the RFP (C&D) 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 candidate must give particular attention to the following:
- (a) If candidate considers that it does not have all the expertise required for the assignment it may suggest in the proposals other person(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. A candidate will not propose other candidates invited to submit quotations for the assignment. Any candidate in contravention of this requirement shall automatically be disqualified.

- (b) For all the staff who will be involved in the assignment a candidate 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 quotation

2.3.4 The Technical proposal shall provide the following information;

- (a) The individual consultants 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 consultant's 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 quotation, the candidate is expected to take into account the time required in completing the assignment as outlined in the RFP (C&D). The financial quotation will therefore be quoted in fees per day or month. The financial quotation may also include other costs as necessary, which will be considered as reimbursable. It will then give the total cost of the assignment.

2.4.2 The Financial quotation should include the payable taxes.

2.4.3 The fees shall be expressed in Kenya Shillings.

2.4.4 The Financial quotation must remain valid for 30 days after the submission date. During this period the candidate 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 quotation, the candidates who do not agree, have the right not to extend the validity of their quotations.

2.4.5 The financial quotation must comply with the law governing the profession of the candidate.

2.5 Submission, Receipt and opening of Proposals

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

2.5.2 For each quotation the candidates shall prepare the Proposals in the number of copies indicated in the special conditions of contract. Each Technical proposal and financial quotation 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 Interested eligible candidates may download a complete set of tender Document with evaluation criteria from the count Government of Kilifi website www.kilifi.go.ke and/ or the IFMIS tender portal www.supplier.treasury.go.ke/ or PPIP Portal www.tenders.go.ke portal using the unique IFMIS negotiation number indicated in the tender advert.

2.5.4 Complete tender documents must be submitted through the IFMIS SUPPLIER PORTAL www.supplier.treasury.go.ke as per the requirements contained in the documents so as to be received on or before the date and time indicated in the IFMIS.

2.6 Evaluation of Proposal General (General)

2.6.1 From the time the proposals are opened to the time of the contract award, if any candidate wishes to contact the procuring entity on any matter relating to the proposal should do so in writing at the address indicated in the appendix to the instructions to candidates. Any effort by a candidate to influence the procuring entity’s staff in the evaluation of quotation companion proposals or awards of contract may result in the rejection of the candidate proposal.

2.6.2 The Technical evaluation committee shall have no access to the financial quotation, 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 quotations shall carry out the evaluation of technical proposals following the criteria set out in the terms of reference based on the following points criteria

CRITERIA

	TECHNICAL EVALITUATION CRITERIA	OVERALL	CURRENT RATING
1	Qualification and experience of the firm <ul style="list-style-type: none"> The lead consultant should have a Bachelors degree(BA or BCOM) in ,organizational management,Institutional/organizational development,social sciences. (attach certificates and CV) 	20	
2	Implementation methodology <ul style="list-style-type: none"> Detailed work plan (10mks) Training plan and approach (10mks) Detailed description of the bidders compliance to the detailed requirements (15mks) 	35	
3	Should have at least implemented a similar work. <ul style="list-style-type: none"> 5 YEARS AND ABOVE SIMILAR WORK (attach valid LSOs,LPOs (15MKS) 	15	
4	Attach certified Audited Accounts for the last three(3) years (10	10	
	TOTAL SCORE	80	

2.7.2 Any proposal which will be examined and found not to comply with all the requirements for submission of the proposal will be declared non responsive. All the proposal 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 (TS). 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 quotation will be returned to the individual consultant unopened.

2.7.4 The technical evaluation may be simplified where the assignment is not complex in which case merit points will not be used.

2.8 **Opening and Evaluation of Financial Quotation**

2.8.1 After completion of the evaluation of Technical proposals the procuring entity shall notify the candidates whose proposal did not meet the minimum technical score or were declared non responsive to the RFP (C&D) and terms of reference. The notification will indicate that their financial quotations 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 candidates 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 quotations. They will also be invited to attend the opening ceremony if they wish to do so.

2.8.2 The financial quotations shall be opened by the procuring entity in the presence of the candidates who choose to attend the opening. The name of the candidate, the technical score or the technical evaluation result and the proposed fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial quotation.

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

$$SF = 100 \times fm/f \text{ where}$$

SF is the financial score

Fm is the lowest fees quoted and

F is the fees of the quotation under consideration.

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

2.8.4 The candidates quotations will be ranked according to their combined technical score (ts) and financial score (fs) using the weights indicated in the appendix to the candidates. Unless otherwise stated in the appendix to the instructions to candidates 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

Sf is the financial score

T is the weight given to the technical proposal and

P is the weight given to the financial quotation

Note P + T will be equal to 100%

The candidate 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 candidates. The purpose of the negotiations is for the procuring entity and the candidate 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 candidate 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 candidate 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 candidates that they were unsuccessful and return the financial quotations of the candidates who did not pass technical evaluation.

2.10.2 The selected candidate is expected to commence the assignment on the date indicated in the appendix to the instructions to tenderers or any other date agreed with the procuring entity at the time of the contract award. Both parties will sign the contract.

2.11 Confidentiality

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

SECTION III- TERMS OF REFERENCE (TOR)

CONSULTANCY - DEVELOP TRAINING MANUAL AND CAPACITY BUILD
KILIFI COUNTY MICROFINANCE FUND (MBEGU FUND) BENEFICIARIES AND
MSEs IN KILIFI COUNTY

TERMS OF REFERENCE (ToRs)

S/No	Key focus areas	Description
1	Nature of Project	Capacity Building Consultancy
2	Job Title	Develop Training Manual and Capacity Build Kilifi County Microfinance (Mbegu) Fund Beneficiaries and MSEs
3	Category	Capacity Building Consultancy
4	Location	Kilifi Province, Kenya
5	Owner	County Government of Kilifi
6	Contract Type	Consulting Contract
7	Project Duration	2 Months

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ENCLOSED IN THIS TOR DOCUMENT ARE THE FOLLOWING CONTENTS:

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1.0 Background

1.1 About the Department of Trade & the Kilifi County Microfinance Fund.

Trade, Tourism and Co-operative Development is one of the departments that constitute the executive arm of the county government of Kilifi. Its mission is to provide an enabling environment that facilitates development of trade and investments, tourism and co-operative sectors for wealth creation and sustainable growth. The Department hence plays a vital role in the socio-economic development of the County with its mandates geared towards employment and wealth creation; improving livelihoods through efficient service delivery to the citizens.

In achieving its mandate, the Department enacted the Kilifi County Microfinance (Mbegu) Fund Act, 2016 that provide for the establishment and administration of the Kilifi County Microfinance Fund, a semi-Autonomous Agency established for the provision of seed capital for micro and small enterprises within Kilifi, for their business development and linkages to market

1.2 Interventions and plans.

The County has a large number of Micro and small enterprises working across different sectors which lack entrepreneurial and business management training. The County through the Directorate of Trade in its programs wishes to create training modules that relate to micro and small enterprises and capacity build the MSEs on their training needs. The Kilifi County Microfinance (Mbegu) Fund through its programs has so far disbursed loans to 153 Groups amounting to Ksh 20,337,000 and 10 Cooperative amounting Ksh 8, 200,000 in the FY 2018/19 with pending applications of more than 400 Groups and 30 Cooperative societies. In the FY 2019/20 the County will be supporting MSEs with a disbursement of 100 million in loans. To enable proper utilization of these funds, MSEs need to be trained on entrepreneurial skills and financial management practices for both beneficiaries and potential beneficiaries for this financial year.

2.0 Objectives and Justification

The general objective of this consultancy is to develop training manual that will be relevant to the MSEs in the County and that will be adapted upon its development. The training Manual will capture needs of the MSEs and the vision that the County and Country has in development and sustaining Manufacturing and local exporting

enterprises in line with the Big 4 Agendas. A capacity building program for MSEs will be held while also in cooperating pre-funding and post-funding training for the Kilifi County Micro Finance Fund Beneficiaries and MSEs.

The following key objectives are key but not limited to in guiding the individual consultant on expected outcome of program.

Specific objectives

- a) Undertake a Training Needs Assessment for Micro and Small enterprises which include Cooperatives, Groups, Sole Proprietors and companies which are beneficiaries of the Kilifi County Microfinance Fund.
- b) Develop a training Manual to be adapted by the Department of Trade, Tourism and Cooperative Development.
- c) Capacity building for MSEs

3.0 Scope of Work

The scope of work for the consultant will include but not limited to:

Understand the Objective

- a) Through a consultative process facilitate and application of appropriate analysis tools, identify focus areas and Training Needs through engagement with target group;
- b) Through a consultative process, facilitate and engaging the Department to develop a training manual.
- c) Recruit and Train TOTs for training of the MSEs
- d) Develop a training Report

4.0 Outputs/Expected Deliverables

- a) Inception report with an appropriate methodology/approach of the work detailing any risks and resources required for delivery
- b) Training Needs Assessment Report
- c) Training Manual
- d) Training Report.

5.0 Duration of the Contract

The duration of the project based on the details has been outlined as below (in weeks).

Assignment	Duration (in weeks).
Train Needs Assessment	1 weeks;
Development of a Training Manual	3 Weeks
Capacity Building for MSEs	2 weeks
Reporting	2 weeks

6.0 Required Expertise and Qualification

The individual consultant required for the successful delivery of this task shall possess the following qualifications and experience:

Education qualification of the Lead consultant:

- i. A Bachelor's university degree (at least BA or B Com. or equivalent) in the area of organizational management, institutional/organizational development, social sciences or any other relevant domain.

Experience of the Lead Consultant:

- i. Minimum of 5 years' professional experience on matters of Trade facilitation, entrepreneurship and Marketing;
- ii. Advanced working knowledge of computers;
- iii. Relevant exposure and successful execution of similar assignment (s);
- iv. Evidence of having undertaken similar assignments;
- v. Experience in business consultancy, research, policy development, management and programming-related work.

Education qualification of the Junior consultant:

- Bachelor's university degree (at least BA or B Com. or equivalent) in the area of organizational management, institutional/organizational development, social sciences or any other relevant domain.

Language requirement:

- Excellent written and verbal communication skills in English;
- Excellent verbal communication skills in any of the Mijikenda languages (TOTs).

7.0 Annex

Kilifi County Microfinance (Mbegu) Fund Act, 2016

Kilifi County Microfinance (Mbegu) Fund Amendment Act, 2018

Kilifi County Microfinance (Mbegu) Fund Regulations, 2018

- i. The Consultant shall provide a progress reports summarizing efforts underway to address the above scope of work, outlining problems and constraints encountered, and presenting issues for client decision-making, as needed.

Copies of the various reports covering the different stages of the study shall be submitted at the end of each stage by consultant.

Mandatory Requirements to be met by the consultants

- i. Certified copy of certificate of incorporation and registration.
- ii. Certified Copy of VAT/PIN certificate
- iii. Current valid single business permit from The County Government of Kilifi
- iv. Certified Valid Tax compliance certificate
- v. Filled, signed and rubberstamped **form of tender**
- vi. **Filled, signed and rubberstamped confidential business questionnaire.**
- vii. **Attach a Bid Bond for kshs 400,000/-**

SECTION IV - TECHNICAL PROPOSAL (TP)

Notes on the Preparation of Technical Proposal

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

It shall contain the following:-

- (a) Submission letter
- (b) Comments and suggestions of the consultant on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity.
- (c) Description of the methodology and work plan for performing the assignment
- (d) The proposed key staff for the assignment
- (e) Consultancy services activities times' schedule.

(To be prepared by the candidate as appropriate)

SECTION V- FINANCIAL QUOTATION (FQ)

Notes on the Preparation Financial Quotation

The financial quotation shall be prepared and submitted by the candidates. 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 candidate as appropriate)

SECTION VI - STANDARD FORMS

STANDARD CONTRACT FORM

CONSULTANCY/DESIGN

(Lump-sum payment)

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 Candidates clause 2.10.2

SECTION VI - STANDARD CONTRACT FORM

CONSULANCY/DESIGN

(Lump-sum payments)

This Agreement, [hereinafter called “the Contract”) is entered into this -----
----- by and between KILIFI COUNTY
GOVERNMENT of P.O Box 519 KILIFI (hereinafter called “the Client”) on
the one part AND -----
(hereinafter called “the Consultant”) on 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 Service, “which is made an integral part of this Contract.
 - (ii) The Consultant shall provide the personnel listed 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 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 _____ This amount has been established based on the understanding that it includes all the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

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

Kshs. _____ submit of inception report

Kshs. _____ upon the Client's receipt of the Draft report, acceptable to the Client; and

Kshs. _____ upon the Client's receipt of the Final report, acceptable to the Client.

Kshs. _____ Total

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** Any dispute arising out of the Contract which

Resolution

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.

SIGNED FOR AND ON BEHALF OF THE COUNTY GOVERNMENT

NAME.....

DESIGNATION.....

ADDRESS.....

SIGNATURE.....

WITNESSED BY:

NAME..... SIGNATURE.....

DESIGNATION.....

ADDRESS.....

OFFICIAL RUBBER STAMP/ SEAL

SIGNED FOR AND ON BEHALF OF THE TENDERER

NAME.....

DESIGNATION.....

ADDRESS.....

SIGNATURE.....

WITNESSED BY:

NAME.....SIGNATURE.....

DESIGNATION.....

ADDRESS.....

OFFICIAL RUBBER STAMP/ SEAL

FORM OF TENDER

Date _____
Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

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

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by *(Procuring entity)*.

4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business
 You are advised that it is a serious offence to give false information on this form

<i>Part 1 – General:</i>	
Business Name	
Location of business premises.	
Plot No.....	Street/Road
Postal Address	Tel No. Fax E mail
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	
	<ul style="list-style-type: none"> • Citizenship details • 			
	Part 2 (b) Partnership			
	Given details of partners as follows:			
	Name	Nationality	Citizenship Details	Shares
	1. ....	.....	.....	.....
	2. ....	.....	.....	.....
	3. ....	.....	.....	.....
	4. ....	.....	.....	.....
	Part 2 (c) – Registered Company			
	Private or Public			
	State the nominal and issued capital of company-			
	Nominal Kshs.			
	Issued Kshs.			
	Given details of all directors as follows			
	Name	Nationality	Citizenship Details	Shares
	1.....	.....	.....	.....
	2.....	.....	.....	.....
	3.....	.....	.....	.....
	4.....	.....	.....	.....
	5.....	.....	.....	.....
Date	Signature of Candidate			

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

REQUEST FOR REVIEW FORM

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....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