REQUEST FOR PROPOSAL (RFP)

TENDER NO: IRA/075/2020-2021

PROVISION OF CONSULTANCY SERVICES FOR THE REVIEW AND IMPLEMENTATION OF STAFF PERFORMANCE MANAGEMENT SYSTEM

INSURANCE REGULATORY AUTHORITY (IRA)
P.O. BOX 43505-00100
NAIROBI.

Tel: +254-20-4996000

E-mail: procurement@ira.go.ke; **Website:** http://www.ira.go.ke

NOVEMBER, 2020

SECTION I: LETTER OF INVITATION

3rd November, 2020

To: All Eligible bidders,

TENDER NO : **IRA/075/2020-2021**

TENDER DESCRIPTION : **REQUEST FOR PROPOSAL FOR PROVISION OF CONSULTANCY SERVICES FOR THE REVIEW AND IMPLEMETATION OF STAFF PERFORMANCE MANAGEMENT SYSTEM**

1.1 The Insurance Regulatory Authority (IRA) hereby invites sealed proposals from qualified and eligible bidders for Consultancy Services for the Review and Implementation of Staff Performance Management System. The tender is eligible to firms owned by Youth, Women and Persons with Disability. However, price preference will be made to firms owned by Women.The scope of services is detailed in the terms of reference.

1.2 The Request for Proposals (RFP) includes the following documents:

Section I - Letter of invitation
Section II - Information to consultants
Appendix to Consultants information
Section III - Terms of Reference
Section IV - Technical proposals
Section V - Financial proposal
Section VI - Standard Contract Form

1.3 Prices quoted should be inclusive of all taxes and delivery costs and shall remain valid for a period of **90** days from the closing date of the tender.

1.4 Interested candidates may obtain further information from and inspect the Tender documents at the Insurance Regulatory Authority offices (Procurement Office) at Zep-Re Place, Longonot, Upper Hill, (Tenth Floor) Nairobi during normal working hours and/or downloaded from the Authority's website at **https://www.ira.go.ke** or the Public Procurement Information Portal **www.tenders.go.ke** free of charge.

1.5 Interested and eligible bidders are required to download the tender document from the websites free of charge and immediately email their names and contact details to: procurement@ira.go.ke for purposes of any clarification communication or addenda.

1.6 Completed tender documents are to be submitted virtually via the **email address bids@ira.go.ke and copied to fchelimo@ira.go.ke with password protection** and be addressed to:-

Chief Executive Officer,
Insurance Regulatory Authority,
10th Floor Zep Re Place, Longonot Road, Upperhill,
P.O. Box 43505 – 00100 Nairobi, Kenya
Telephone: +254-20-499600
Email: procurement@ira.go.ke; Website: http://www.ira.go.ke

So as to be received on or before **12th November, 2020** at **2:00 pm.**

1.7 Tenders will be opened on **12th November, 2020 VIRTUALLY via** zoom video conferencing platform. You shall be required to **provide your password for Technical Proposal on 12th November, 2020 before 2:00 p.m.** via the **email address bids@ira.go.ke and copied to fchelimo@ira.go.ke**

1.8 A pre-proposal conference will **be held virtually via Zoom Video Conferencing platform on 9th November, 2020 at 2:00 p.m. The login credentials will be posted on the IRA website.**

1.9 IRA is a corruption free organization. Any corruption attempt, pressure or influence should be reported to the C.E.O on the address provided in clause 1.6 above or email ethics@ira.go.ke

1.10 Upon receipt, please inform us:
(a) that you have received the letter of invitation;
(b) whether or not you will submit a proposal for the assignment,

Yours sincerely,

FELIX K. CHELIMO
MANAGER, PROCUREMENT
FOR: INSURANCE REGULATORY AUTHORITY

CHECK LIST

Bidders are required to comply with the check list below while preparing their tenders:-

No.	Requirement	✓	X
a)	Certificate of Registration/Incorporation Certificate		
b)	Valid Tax Compliance Certificate from Kenya Revenue Authority (KRA).The certificate should be valid as at the day of tender submission.		
c)	Dully filled Confidential Business Questionnaire Form (**MUST be filled and signed by authorized signatory**)		
d)	Provide copies of audited accounts for the last three (3) years 2015, 2016 and 2017 where applicable.		
e)	Attach Clean and Certified copies if Identification Documents (ID's or valid passports) of the owners/Directors of the firms and certified copy of the latest CR12 issued by the Registrar of companies. In case of Partnerships, provide name of partners.		
f)	**Attach copy of Valid Single Business Permit from County Government**		
g)	Self-Declaration that the tenderer will not engage in any corrupt or fraudulent practice signed by the Chief Executive Officer/Principal Officer and filled in the format required.		
h)	Properly bound document/ well-presented document. All pages of the Tender document should be serialized or serially numbered in the format required.		
	Complied /Not complied		

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SECTION II: INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

2.1.1 The Client named the Appendix to "ITC" will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.

2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix "ITC" for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.

2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix "ITC" to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

2.1.4 The Procuring entity will provide the inputs specified in the Appendix "ITC", assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.

2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.

2.1.6 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate.

2.1.7 The price to be charged for the tender document shall not exceed Kshs.1,000/=.

2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language.

2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

(i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.

(ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.

(iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.

(v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

(i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia,* the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.

(iii) A description of the methodology and work plan for performing the assignment.

(iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.

(v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.

(vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.

(vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.

(viii) Any additional information requested in Appendix "A".

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix “A” specifies otherwise.

2.4.3 Consultants shall express the price of their services in Kenya Shillings.

2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.

2.4.5 The Proposal must remain valid for 90 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no inter lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked **“ORIGINAL”** or **“COPY”** as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked **“FINANCIAL PROPOSAL”** and warning: **“DO NOT OPEN WITH THE TECHNICAL PROPOSAL”**. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, **“DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.”**

2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITC”. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.6 Proposal Evaluation General

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix "ITC". Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.

2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.7 Evaluation of Technical Proposal

2.7.1 A Tender Evaluation Committee appointed by the Client shall evaluate the winning proposal that shall have passed the technical and financial evaluation.

2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any un priced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.

2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-Sf = 100 X $^{FM}/_{F}$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical *(St)* and financial *(Sf)* scores using the weights *(T*=the weight given to the Technical Proposal: *P*= the weight given to the Financial Proposal; *T* + *p* = I) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:-$S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.

2.8.7 For this consultancy assignment, price variations shall not be allowed.

2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price

2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Negotiations

2.9.1 Negotiations should there be any will be held at the clients offices. 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, quoted prices and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).

2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

2.10.1The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.

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

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

2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.10.6 To qualify for contract awards, the tenderer shall have the following:

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

(b) Legal capacity to enter into a contract for procurement

(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.

(d) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

2.11.1Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

2.12 Corrupt or Fraudulent Practices

2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

Appendix to Information to Consultants

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

Clause Reference

2.1 The name of the Client is: **Insurance Regulatory Authority (IRA).**The tender is eligible to firms owned by Youth, Women and Persons with Disability. However, price preference will be given to firms owned by women.

2.1.1 The method of selection is: **Quality Cost Based Selection**

2.1.2 Technical and Financial Proposals are requested: **Yes (submitted virtually via the email address bids@ira.go.ke and copied to fchelimo@ira.go.ke with password protection).**

The name of the assignment: Consulting Services for the Review and Implementation of Staff Performance Management System.

The objective of the assignment: **to Review and Implement the Staff Performance Management System**

2.1.3 A pre-proposal conference will be held: **Yes. Pre-proposal meeting to be held virtually via Zoom Video Conferencing platform on 9th November, 2020 at 2:00 p.m. The login credentials will be posted on the IRA website.**

The name(s), address (es) and telephone numbers of the Client's official(s) are:

Ms. Naomi Njoroge **Human Capital Development Officer**	**Mr. Felix Chelimo** **Manager, Procurement**

Insurance Regulatory Authority,
10th Floor, Zep-Re Place, Longonot Road, Upperhill,
P.O. Box 43505-00100,
NAIROBI.
Telephone: +254-20-4996600
E-mail: procurement@ira.go.ke

2.1.4 The Client will provide the following inputs:

Relevant data and documentation for the program, any letters of introduction of the consultant as may be requested and be responsible for conference facilities for dissemination of findings. However, the client shall not provide administrative support services to the consultant such as transport, computers, printers, materials etc.

2.3.3

(i) The estimated number of professional staff months required for the assignment is: **sixty (60) calendar days.**

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

Minimum team composition and qualifications

IRA will require a suitably qualified, competent and credible firm to carry out the consultancy for the review and implementation of the performance management system. The firm will be required to submit the following for consideration by the Authority:

a) Company profile indicating the nature of consultancy services the organization offers.
b) A specific proposal which should demonstrate competence and expertise in undertaking the assignment
c) Documentary proof of capability and experience in undertaking similar assignments from at least three clients, to include name of organization, full address, telephone number, email of contact persons, reference letters as well as contractual documents issued.
d) Detailed CV's of key personnel who will undertake the assignment. As a minimum the team leader should possess the following qualification and experience: -
    i) Master's degree in business related field;
    ii) Professional qualification in Human Resource Management;
    iii) Experience in area of staff performance management and rewards.

e) The methodology, materials and training aids to be used.
f) Methods and tools for measuring and monitoring effectiveness of the training

2.3.4 (i) Training is a specific component of this assignment:

No.

(ii) Additional information in the Technical Proposal includes:

N/A

2.4.2 Taxes*:* **All taxes are applicable.**

2.4.6 The Proposal must remain valid for 90 days after the submission date.

2.5.2 Consultants must submit Completed Technical and Financial Proposals virtually via the **email address bids@ira.go.ke and copied to fchelimo@ira.go.ke with password protection** and be addressed to:-

Chief Executive Officer,
Insurance Regulatory Authority,
10th Floor Zep Re Place, Longonot Road, Upperhill,
P.O. Box 43505 – 00100 Nairobi, Kenya
Telephone: +254-20-499600
Email: procurement@ira.go.ke; Website: http://www.ira.go.ke

so as to be received on or before **12th November, 2020 at 2:00 p.m.**

2.5.3 The proposal submission address is:-

Email address bids@ira.go.ke and copied to fchelimo@ira.go.ke with password protection.

Information on the submission should include:-

Tender No. IRA/075/2020-2021 – Provision of Consultancy Services for the Review and Implementation of Staff Performance Management System

2.5.4 Proposals must be submitted no later than the following date and time: **12th November, 2020 at 2:00 p.m.** virtually via zoom video conferencing platform

2.6.1 The address to send information to the Client is:-

Insurance Regulatory Authority,
10th Floor, Zep Re Place, Longonot Road, Upperhill,
P.O. Box 43505-00100,
NAIROBI.

Telephone: +254-20-499600, Mobile : +254-0719 047000
E-mail: procurement@ira.go.ke

2.7 Criteria for the Technical Evaluation

This will be based on the technical proposal submitted in accordance to the forms provided and the following mandatory requirements must be provided. Failure to submit any of the documents below will lead to automatic disqualification.

(a) Certificate of Registration/Incorporation Certificate
(b) Valid Tax Compliance Certificate from Kenya Revenue Authority (KRA).The certificate should be valid as at the day of tender submission.
(c) Dully filled Confidential Business Questionnaire Form (**MUST be filled and signed by authorized signatory**)
(d) Provide copies of audited accounts for the last three (3) years 2015, 2016 and 2017 where applicable.
(e) Attach Clean and Certified copies if Identification Documents (ID's or valid

passports) of the owners/Directors of the firms and certified copy of the latest CR12 issued by the Registrar of companies. In case of Partnerships, provide name of partners.

(f) Attach copy of Valid Single Business Permit from County Government.

(g) Self-Declaration that the tenderer will not engage in any corrupt or fraudulent practice signed by the Chief Executive Officer/Principal Officer and filled in the format required.

(h) Properly bound document/ well-presented document. All pages of the Tender document should be serialized or serially numbered in the format required.

2.7.1 Criteria for the Technical Evaluation

The proposal must comply with the requirements of the Terms of Reference (TOR). Compliance with the TOR will be determined solely by IRA. Failure to submit a proposal including the information required by the TOR will result in rejection of the proposal. The following elements of the criteria shall be used: -

Total Technical Score: 80 Marks
Total Financial Score: 20 Marks

Weightage: The total technical score will carry 80% of overall evaluation score (combined Technical and Financial score)

Technical Evaluation

Criteria for Detailed Technical Evaluation

The following criteria will be applied in the detailed technical evaluation:-

1. Detailed Company profile indicating the nature of consultancy services the organization offers (maximum 5)

2. Understanding of the Terms of Reference (maximum 30)
   a. Formulation of the reason for the consultancy and justification for the same- 5 points
   b. Adequacy of the proposed methodology-10 points
   c. Justification of proposed methodology- 10 points
   d. Availability of workplan-5 points

3. Qualification and competency of the key staff (maximum 35)
   a. Team Leader/ Technical staff. Attach detailed CVs of the personnel proposed to undertake the assignment
      i. Master's degree with 5 years' experience in a business related field -10 points
      ii. Undergraduate degree with 3 years' experience in a business related field -5 points
      iii. Professional qualification if Human Resource Management – 5 points
      iv. Registration with a relevant professional body – 5 points

b. Other Team Members
   i. University Degree in a business related field with 3 years' experience -5 point
   ii. Professional Qualification in Human Resource Management – 5 points
   iii. Registration with a relevant Professional body —5 points

4. Documentary proof of capability and experience in undertaking similar assignments from at least three clients, to include names of organizations, full address, telephone numbers, e-mail of contact persons, reference letters as well contractual documents used- (maximum 30)

   Note: Each signed reference = 6 points

   Bids that score equal or above 80% in the Technical evaluation stage will proceed to Financial evaluation stage. Bids that score less than 80% shall be treated as non-responsive and will not be further evaluated.

Financial Proposal

1 Budget	0 to 20	• Alignment of the budget and proposed costs with the proposed activities and the deliverables

The conduct of this Request for Proposal shall not be construed in any way as a legally-binding agreement between IRA and another Party or the acceptance of any liability by IRA. A proposal will not be considered in a case where the bidder or a representative of the bidder gives or offers anything to an IRA employee as an inducement or reward, which could in any way tend to influence the actions of that employee or agent.

The weights given to the Technical and Financial Proposals are:

T= 0.80
P= 0.20

a) Financial Evaluation

a. Firms owned by the Women – 20%
b. Firms owned by Youth – 15%
c. Firms owned by Persons with Disabilities – 5%
d. Citizen Contractors – 0%

Each of the financial submissions will be divided by the lowest financial quote to determine the financial score of each bidder.

Weightage: This section will carry a total of 20 % of the overall evaluation score.

The formula for determining the financial scores is the following:

$\mathbf{S_f = 100 \times F_m/F}$, in which $\mathbf{S_f}$ is the financial score, $\mathbf{F_m}$ is the lowest price and **F** is the price of the proposal under consideration.

The single currency for price conversions is: Kenya Shillings

The source of official selling rates is: Central Bank of Kenya. The date of exchange rates is: the last date on which the proposal will be submitted.

b) Combined Technical and Financial Scores
The following formula shall be used: T.S (80%) + F.S (20 %) = T.T.L (100 %)

T.S = Technical Score (as evaluated above)
F.S = Financial Score (as evaluated above)
T.T.L = Total Score

2.10.2 The assignment is expected to commence on **December, 2020.**

SECTION III: TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.

3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.

3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

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1. TECHNICAL PROPOSAL SUBMISSION FORM *(in Company letterhead)*

[_______________ *Date*]

The Chief Executive Officer
Insurance Regulatory Authority
10thFloor, Zep Re Place, Longonot Road, Upperhill,
P.O. Box 43505-00100
Nairobi, Kenya.

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for __________________ ________________________________[*Title of consulting services*] in accordance with your Request for Proposal dated ______________________[*Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a separate envelope-*where applicable*].

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

We remain,

Yours sincerely,

________________________________*[Authorized Signature]:*

_________________________________*[Name and Title of Signatory]:*

__________________________________*[Name of Firm]:*

__________________________________*[Address]:*

2. FIRM'S REFERENCES

Relevant Services Carried Out in the Last Five Years that Best Illustrate Qualifications to undertake the consultancy

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.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Professional Staff provided by your Firm/Entity(profiles):</td></tr>
<tr><td colspan="2">Name of Client:</td><td>Clients contact person for the assignment:</td></tr>
<tr><td colspan="2">Client Address (Postal & Telephone):</td><td>No of Staff-Months; Duration of Assignment:</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date (Month/Year):</td><td>Approx. Value of services (Kshs)</td></tr>
<tr><td colspan="2">Name of Associated Consultants. If any:</td><td>No. of Months of Professional Staff provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director/Coordinator, Team Leader, Principal Analyst) involved and functions performed:</td></tr>
<tr><td colspan="3">Narrative Description of project:</td></tr>
<tr><td colspan="3">Description of actual services provided by your staff:</td></tr>
</table>

(Authorized representative)

Signature: ________________________

Full Name: ________________________

Title: ____________________________ Date_________________________

Note: Actual signed letters (scanned and appended or otherwise) of recommendations from the various clients for similar projects completed successfully should also be provided. Letters of offer for the various projects shall not suffice.

3.COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE ANDON 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. Core Technical/Research 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/Company and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

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

Certification:

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

____ Date: ___________

[Signature of staff member]

____ *Date;* ___________

[*Signature of authorized representative of the firm*]

Full name of staff member: _______________________________________

Full name of authorized representative: _____________________________

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of months

Reports Due: ______________________

Activities Duration: ____________________

Signature: ________________________
(Authorized representative)

Full Name: ________________________

Title: ______________________________

Address: ___________________________

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

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

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	
Activity (Work)													
______________													
______________													
______________													
______________													

(b). Completion and Submission of Reports

Reports	**Date**
1. Inception Report	
3. Draft Report	
4. Final Report	

9. 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 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 ……………………Code…………………City/Town………………
Tel No. ……………………………Website………:………………………………
Email……………………… Website:……………………………………………
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……………………………………………………
	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. ……………………………………………………………………………
	Date……………………………Signature of Candidate………………………

Affix Rubber Stamp

10. SELF DECLARATION FORMS (r 62)
REPUBLIC OF KENYA
PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)
SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

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

A. **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.

B. **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.

C. **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*)

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

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

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

Bidder's Official Stamp

I certify that the above information is correct.

Authorized Signature……………………… Date: ………………………

Affix Rubber Stamp

11.TENDER-SECURING DECLARATION FORM

The Bidder shall complete this Form in accordance with the instructions indicated

Date:…………………[insert date (as day, month and year) of Tender Submission]
Tender No.:…………[insert number of tendering process]
To:………………………… [insert complete name of Purchaser]

I/We, the undersigned, declare that: -

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.

2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.

3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
   a) our receipt of a copy of your notification of the name of the successful Tenderer; or
   b) thirty days after the expiration of our Tender.

4. I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed……………………………………………………………………
Capacity / title (director or partner or sole proprietor, etc.) ……………………………………
Name: ……………………………………………………………………

Duly authorized to sign the bid for and on behalf of: [insert complete name of Tenderer]
Dated on …………………. day of ……………., ……. [Insert date of signing]
Seal or stamp

SECTION IV: FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

1. The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc. as may be applicable. The costs should be broken done to be clearly understood by the procuring entity.
2. The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
3. The financial proposal should be prepared using the Standard forms provided in this part

FINANCIAL PROPOSAL STANDARD FORMS

TABLE OF CONTENTS

1. FINANCIAL PROPOSAL SUBMISSION FORM (in Company letterhead)

________________*[Date]*

The Chief Executive Officer
Insurance Regulatory Authority
10thFloor, Zep-Re Place, Longonot Road, Upperhill,
P.O. Box 43505-00100
Nairobi, Kenya.

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (____________) *[Title of consulting services]* in accordance with your Request for Proposal dated (__________________) *[Date]* and our Proposal. Our attached Financial Proposal is for the sum of (____) *[Amount in words and figures]* inclusive of the taxes.

We remain,

Yours sincerely,

:
_____________________________*[Authorized Signature]*
:
_____________________ *[Name and Title of Signatory]:*

*:*______________________ *[Name of Firm]*

*:*_____________________ *[Address]*

2. SUMMARY OF COSTS

Costs	**Currency(ies)**	**Amount(s)**
Subtotal Taxes Total Amount of Financial Proposal		____________________

3. BREAKDOWN OF PRICE PER ACTIVITY

Activity No.: ______________________	Description:____________________________
Price Component	Amount(s)
Remuneration Reimbursable Miscellaneous Expenses Subtotal	___________________________________

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

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

5. REIMBURSABLES PER ACTIVITY

Activity No: _____________________________**Name**:___________________

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			
	Grand Total				

6. MISCELLANEOUS EXPENSES

Activity No. ________________**Activity Name:** ______________________

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

SECTION V: TERMS OF REFERENCE

TABLE OF CONTENTS

TERMS OF REFERENCE FOR PROVISION OF CONSULTANCY SERVICES FOR THE REVIEW AND IMPLEMENTATION OF STAFF PERFORMANCE MANAGEMENT SYSTEM

1. INTRODUCTION

The Insurance Regulatory Authority is a state corporation established under the Insurance Act (Amendment) 2006, CAP 487 of the Laws of Kenya. The Authority's mandate is to regulate, supervise and develop the insurance industry in Kenya.

The Authority recognizes that a well-functioning performance management system contributes to the overall performance and success of the organization and therefore developed and implemented a Performance Management System (PMS) in the FY 2012/2013 to enable objective measurement and attainment of organizational targets and objectives. The PMS is an avenue for enabling the Authority measure the impact of its staff on the overall results of the Authority's performance.

The performance management system is predicated upon the principle of aligning individual targets and measures with the Authority's goals and key performance indicators, measuring actual performance against set criteria and providing feedback to employees. The system is operationalized through the Human Resource Information System (HRIS) where staff use the on - line portals to set their targets, carry out quarterly and end year reviews in conjunction with the supervisors. The system is interactive and therefore allows the supervisor to continuously provide feedback to the employee under their supervision.

In line with the changing dynamics and trends in the market the Authority needs to carry out a review of the performance management system to align it with best practice. We therefore seek the services of qualified consultants to carry out the review of the performance management system and implementation of the reviewed system. The Authority has a staff complement of 80 staff. The assignment is to be completed and implemented by the 30th June, 2019.

2. PURPOSE AND OBJECTIVES

The primary purpose is to carry out a review of the current performance management system and specifically to:

i. Identify gaps in the current performance management system and improvements to be implemented.
ii. Devise an effective performance management system that will enable each employee achieve their goals and objectives in line with the strategic plan and mandate of the organization.
iii. Develop effective measurement and performance assessment criteria and tools that can be used to award good performance and sanction non - performance.

iv. Develop a reward and sanctions framework to enable effective running of the performance management system
v. Devise an effective monitoring and evaluation system for the performance management system in line with best practice.
vi. Devise an effective implementation program for the revised performance Management system that will spur high performance and achievement of goals.

3. SCOPE OF SERVICES

To achieve the above objectives, the review and implementation of the performance management system should cover the following areas:

1. Setting of SMART Targets based on the Key Performance Indicators
2. Developing a performance assessment criterion and tools for measuring achievement of targets and set goals.
3. Development and implementation of a behavioral competency framework to align behaviors to the Authority's value system
4. Design an appropriate and effective performance appraisals and review system.
5. Design mechanisms of providing feedback to employees on performance
6. Design mechanisms and interventions to address performance gaps
7. Design an effective rewards and sanctions framework in line with best practice to facilitate implementation of the performance management system.
8. Guidelines on how to address non – performance and performance improvement plans.
9. Development of desired values and behaviors that support achievement of the goals of the organization.
10. Mechanisms of continuous evaluation and monitoring of the staff performance
11. Training of staff on target setting, performance appraisal self-assessment and development of Personal Development Plans
12. Training of Management staff and Supervisors on target setting, staff appraisal and development of personal development plans.
13. Monitoring of the implementation of the reviewed performance

4. REPORTS AND TIME SCHEDULE

A report of the review and implementation roadmap to be prepared by the consultant at the end of the consultancy.

5. CHARGES

Charges for the consultancy training inclusive of all taxes.

SECTION VI - STANDARD FORMS OF CONTRACT

TABLE OF CONTENTS

SAMPLE CONTRACT FOR CONSULTING SERVICES

SMALL ASSIGNMENTS
LUMP-SUM PAYMENTS

CONTRACT

This Agreement, [hereinafter called "the Contract") is entered into this ____________*[Insert starting date of assignment],* by and between _____________________________________*[Insert Client's name] of [*or whose registered office is situated at*]*____*[insert Client's address]*(hereinafter called "the Client") of the one part AND

____ *[Insert Consultant's name]* of [or whose registered office is situated at]__________________________________*[insert Consultant's address]*(hereinafter called "the Consultant") of the other part.

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

(i) The Consultant shall perform the Services specified in Appendix A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract.

(ii) The Consultant shall provide the personnel listed in Appendix B, "Consultant's Personnel," to perform the Services.

(iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, "Consultant's Reporting Obligations."

2. Term

The Consultant shall perform the Services during the period commencing on____________ *[Insert starting date]* and continuing through to____________ *[Insert completion date],* or any other period(s) as may be subsequently agreed by the parties in writing.

3. Payment

A. <u>Ceiling</u>

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

B. <u>Schedule of Payments</u>

The schedule of payments is specified below (Modify in order to reflect the output required as described in Appendix C.)
Kshs_____________________ upon the Client's receipt of a copy of this Contract signed by the Consultant;
Kshs_____________________ upon the Client's receipt of the draft report, acceptable to the Client; and
Kshs_____________________ upon the Client's receipt of the final report, acceptable to the Client.
Kshs_____________________ Total

C. <u>Payment Conditions</u>

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

4. Project Administration

A. <u>Coordinator.</u>
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. <u>Reports.</u>

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. Project Performance Standards

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

6. Confidentiality

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

7. Ownership of Material

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

8. Consultant not to be Engaged in certain Activities

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

9. Insurance

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

10. Assignment

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

11. Law Governing Contract and Language	The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.
12. Dispute Resolution	Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

FOR THE CLIENT	**FOR THE CONSULTANT**
Full name; ____________________________	Full name;__________________________
Title: _____________________________________	Title: ___________________________
Signature;__________________________________	Signature;___________________
Date;_______________________________________	Date;__________________________

List of Appendices (Forming Part of the Contract)

Appendix A: -Terms of Reference and Scope of Services

Appendix B: -Consultant’s Personnel

Appendix C: -Consultant’s Reporting Obligations

Appendix D: -Tender Security

ANNEXES

ANNEX 1: LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

____

____

To: ____________________________

____

____

RE: Tender No.____________________

Tender Name_________________

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

____

____

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

   *(FULL PARTICULARS)*____

   ____

SIGNED FOR ACCOUNTING OFFICER

ANNEX 2: FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO…………….OF………….20………

BETWEEN

……………………………………………APPLICANT

AND

…………………………………RESPONDENT *(Procuring Entity)*

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

REQUEST FOR REVIEW

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

1.

2.

etc.

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

1.

2.

etc.

SIGNED ……………….(Applicant)

Dated on…………….day of ……………/…20…

FOR OFFICIAL USE ONLY

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

SIGNED

Board Secretary