

# COUNTY GOVERNMENT OF BUNGOMA



<b>TENDER NO</b>	<b>BGM/CNTY/RFP/54/2015/2016</b>
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## REQUEST FOR PROPOSAL

FOR

**PROVISION FOR CONSULTANCY SERVICES TO MANAGE BUNGOMA  
INTERNATIONAL INVESTMENT CONFERENCE (BIICO)**

**CLOSING DATE: MONDAY 4<sup>TH</sup> JULY, 2016**

**Time: AT 10.00 A.M**

**SECTION I - LETTER OF INVITATION**

**RE: PROVISION FOR CONSULTANCY SERVICES TO MANAGE BUNGOMA INTERNATIONAL INVESTMENT CONFERENCE (BIICO):  
BGM/CNTY/RFP/54/2015/2016**

Dear Sir/Madam,

The County Government of Bungoma through the ministry of Trade, Energy and Industrialization invites interested and eligible firms to provide consultancy for events management of Bungoma International Investment Conference.

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

The request for proposal includes the following documents;

- Section I - Letter of invitation
- Section II - Information to Candidate
- Section VI - Standard Contract Form (where applicable)

On receipt of this please prepare your documents as required and return before the date and time indicated in the document.

Bid documents can be obtained by downloading from the county website [www.bungoma.go.ke/tenders](http://www.bungoma.go.ke/tenders)

Tender documents clearly marked **FINANCIAL** and **TECHNICAL** sealed in separate envelopes and wrapped in one large envelope with clearly marked tender reference name and number should be deposited in tender box located at H.E the Governor's office on or before **Monday 4<sup>th</sup> July 2016 at 10.00A.M**

Yours sincerely,

**CHRISTINE WASIKE**  
**COUNTY CHIEF OFFICER TRADE, ENERGY AND INDUSTRIALIZATION**

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**SECTION II - INSTRUCTIONS TO CANDIDATES**

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**2.1 Introduction**

- 2.1.1 The County Government of Bungoma will select a candidate among those interested and eligible to submit in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The candidates are invited to submit a technical and a financial 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 only may be invited and submitted by the candidate. In such a case the highest ranked candidate in the technical shall be invited to negotiate a contract on the basis of the set scale of fees. The technical 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 liaise with the procuring entity regarding any information that they may require before submitting a proposal.
- 2.1.5 The client will provide the inputs and services specified in the special conditions of contract needed to assist the candidate to carry out the assignment.
- 2.1.6 The cost of preparing for and negotiating the contract including any visit to the procuring entity are not reimbursable as a direct cost of the assignment. The procuring entity is not bound to accept any of the proposals submitted.
- 2.1.7 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

**2.2 Clarification and amendment to the documents**

- 2.2.1 Candidates may request clarification of any of the documents not later than Seven (7) days before the deadline for the submission of the proposal. 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 amend the . 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 proposals.

**2.3 Preparation of proposals**

- 2.3.1 The individual consultant's shall be written in English language.

- 2.3.2 In preparing the Technical, the candidates are expected to examine the documents consisting the in detail. Material deficiencies in providing the information requested may result in rejection of.
- 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 s 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 proposals 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 proposal
- 2.3.4 The Technical 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 proposal, the candidate is expected to take into account the time required in completing the assignment as outlined in the RFP. The financial proposal will therefore be quoted in fees per day or month. The financial proposal may also include other costs as necessary, which will be considered as reimbursable. It will then give the total cost of the assignment.
- 2.4.2 The Financial proposal should include the payable taxes.
- 2.4.3 The fees shall be expressed in Kenya Shillings.
- 2.4.4 The Financial proposal must remain valid for 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 proposal, the candidates who do not agree, have the right not to extend the validity of their proposals.
- 2.4.5 The financial proposal must comply with the law governing the profession of the candidate.

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

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

2.5.2 For each proposal the candidates shall prepare the proposals in the number of copies indicated in the special conditions of contract. Each Technical 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 duly marked "FINANCIAL PROPOSAL. Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring entities address and other information indicated in the appendix to the instructions to candidates and clearly marked "DO NOT OPEN before **Monday 4<sup>th</sup> July 2016 10.00A.M**

2.5.4 The completed Technical and Financial proposals must be delivered at the submission address on or before the time and date of the submission of the proposals indicated in the appendix to the instructions to candidates. Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the candidate unopened. For this purpose the inner envelope containing the technical and financial proposals will bear the address of the candidate submitting the proposals.

2.5.5 After the deadline for submission of proposals the outer envelope and the technical proposals shall be opened immediately by the opening committee. The financial proposals shall be marked with the candidates number allocated at the time of opening the outer envelope and the technical s but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening it.

## **2.6 Evaluation of the Proposals (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 proposal companions 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 proposal, which in any case will remain sealed, until the technical evaluation is concluded or finalized.

## **2.7 Evaluation of Technical Proposal**

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

CRITERIA	POINTS		
(i) Qualifications of Proposed staff	20	-	30
(ii) Specific experience of the proposed staff related to the assignment	10	-	30
(iii) Adequacy of methodology and work plan in response to the Terms of reference	<u>10</u>	-	<u>40</u>
Total points			100

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

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

2.7.4 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 Proposal

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

2.8.2 The financial proposals shall be opened by the procuring entity in the presence of the 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 proposal.

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

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

Sf is the financial score  
Fm is the lowest fees quoted and  
F is the fees of the proposal under consideration.

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



- 2.8.4 The candidates proposals will be ranked according to their combined technical score (st) and financial score (sf) using the weights indicated in the appendix to the candidates. Unless otherwise stated in the appendix to the instructions to candidates the formula 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 and

P is the weight given to the financial proposal

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 s, 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 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 proposals 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 proposals and recommendations of contract award shall not be disclosed to the candidates who submitted the proposal 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**

### **PROVISION FOR CONSULTANCY SERVICES TO MANAGE BUNGOMA INTERNATIONAL INVESTMENT CONFERENCE (BIICO)**

#### **1. Introduction**

The County Government of Bungoma invites eligible and suitable firms to provide Consultancy Services for Events Management for its Bungoma International Investment Conference (BIICO) scheduled for this year.

#### **2.0 TERMS OF REFERENCE**

- Providing a platform for engagement with potential development partner(s) with a view of attracting and retaining investment in the sectors of agribusiness, health, Industrialization (manufacturing), Energy, Tourism, Infrastructure development, Hospitality industry, Urban/Physical Planning, Modern Housing and Green Energy;
- Creating public awareness and understanding in regard to available factors of production in the county that can leverage investment and the available business opportunities;
- Provide a Forum for marketing Bungoma County as a friendly trade and investment destination;
- Provide a Forum for engaging the Diaspora from Bungoma County and bolster remittance and Investment in Bungoma County;
- To showcase the Cultural Heritage and Socio-economic diversity of Bungoma County for purpose of attracting and retaining trade and investment opportunities

#### **3.0 THE SCOPE OF WORK**

- a) Be the host partner of the conference and participate in its organization and implementation;
- b) Mobilization of Investors, Diplomats, Patron Members, partners and high level CEOs for the conference through their networks and contacts around the world;
- c) Mobilization of exhibitors for the conference;
- d) Development of MoU templates;
- e) Pre exhibition briefing and training of exhibitors;
- f) Post conference report and follow ups;
- g) Invite investors and business people from their channels, networks and contacts;
- h) Do everything necessary and within their mandate and ability for the success of the conference as per the agreement.
- i) Provide events management for the international investment conference in entirety

## EVALUATION CRITERIA

### 2.12 Evaluation Criteria

#### Mandatory Requirements

Item No.	Requirements
1.	Certified copy of certificate of registration
2.	Certified copy of Valid Tax Compliance Certificate
3.	Litigation history provide current Sworn Affidavit
4.	Single Business Permit from relevant County Government
5.	Professional and Key Personnel(Attach certified CVs)
6.	Letter of Reference from your bankers
7.	CR12 for limited companies
8.	Capability statement with proof
9.	Audited Accounts for the last 2 years for firms with more than three years
10.	Serialization of the documents

**N/B: The above mandatory do not carry any marks but lack of any is a basis for disqualification.**

The detailed technical scoring plan shall be as shown in table 1 below:-

Item	Description	Max Point	
<b>i.</b>	Key personnel (attach certified CV's)		
	At least 2No.Masters/ holder of key personnel <ul style="list-style-type: none"> <li>▪ Lead consultant.....20</li> <li>▪ Assistants .....10</li> </ul>	<b>30</b>	
	Specific experience of the proposed staff related to the assignment	<b>30</b>	
<b>ii.</b>	Adequacy of methodology and work plan in response to the terms of reference	<b>40</b>	
	<b>TOTAL</b>	<b>100</b>	
<p><b>Any bidder who scores 70 points and above shall be considered for further evaluation.</b></p>			

## **1.8 WEIGHTING CRITERIA**

### ***1.8.1 Stage I– Technical Criteria Evaluation Stage***

1.8.1.1 In Stage I, the tenders will be assessed against the technical criteria (this item could be determined by making reference to the points in the evaluation criteria Section

1.7.1). Note relative to the tenderers' quality and experiences, the tenderers must

Attain an overall passing score (70%).

1.8.1.2 Tenders which fail to obtain a passing score shall be considered technically non responsive and therefore shall not be considered in the financial evaluation.

1.8.1.3 For those tenderers that are able to attain passing scores in all items, their technical scores will be calculated by using the following formula:

1.8.1.4  $\text{Technical Score} = 70 \times \text{Consortium Score}$

1.8.1.5 Each consortium member will carry a weighting contributing to the overall team technical score. The members of the consortium will have weightings distributed as follows:

1.8.1.5.1 Lead Consultant (Corporate Structuring) 40%

1.8.1.5.2 Expert Advisory 30%

1.8.1.5.3 Legal Consultant 30%

1.8.1.6 All Tenderers who attain 70% scores in the technical bid will proceed to Stage II.

1.8.1.7 Any Tenderer failing to achieve 70% in the technical bid will have their financial bids returned to them unopened.

### ***1.8.2 Stage II– Financial Evaluation Stage***

1.8.2.1 In Stage II, price bids of the tenderers which have passed Stage I assessment will be assessed. A maximum financial score of 30 will be allocated to the tender that offers the lowest price. The financial score for each tender will be calculated by using the following formula:

1.8.2.2  $\text{Financial Score} = 30 \times \text{lowest price among those conforming tenders/tender price}$

### ***1.8.3 Stage III– Combined Technical and Financial Score Stage***

1.8.3.1 In Stage III, based on the technical and financial assessments in Stages I and II, a combined score for a tender will be calculated as follows:

1.8.3.2  $\text{Combined Score} = \text{Technical Score} + \text{Financial Score}$

1.8.3.3 Tenders will be ranked according to their combined technical and financial scores using the weights (T=the weight given to the Technical Bid;P=the weight given to the Price Bid;T+P= 1).

1.8.3.4 T=70% (0.7) and P= 30% (0.3)

1.8.3.5 The Contractor achieving the highest combined technical and financial score will be invited for negotiations.

#### ***1.8.4 Ties and Rounding***

1.8.4.1 The scores for each evaluation element shall be expressed in decimal figures, and in order to estimate scores, decimals shall be rounded as follows: from zero to four tenths, the score shall be rounded down to the previous whole number (lower)and from five to nine tenths, it shall be rounded up to the next whole number (higher). Below are the rules applicable to these ties:

1.8.4.1.1 Score Ties between Technical proposal: Whenever there may be a tie between two or more Technical Bids, no run-off shall be made and the scores obtained by each shall remain. To the effect of disclosure and screen display during the Price Bid Opening the names of the Tenderers that have a score tie between their Technical shall be listed in the same order that such Tenderers submitted their Price .

1.8.4.1.2 Ties in Total Scores: Should there be a tie between the total scores obtained by two or more Tenderers, the tie will be broken as follows:

*1.8.4.1.2.1 Of those who are tied, the Tenderer to have submitted the lowest*

*Price Bid Price in their Price Bid shall be first.*

*1.8.4.1.2.2 If there is still a tie, the award will go to the Tenderer with the highest score during the technical evaluation.*

*1.8.4.1.2.3 Should the tie persist, it shall be broken by means of a random- selection device.*

## **SECTION IV - TECHNICAL (TP)**

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

The technical 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, facilities 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.

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

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

The financial proposal 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 \_\_\_\_\_ [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 Consultants 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 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 \_\_\_\_\_ [insert amount]. 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. \_\_\_\_\_ upon signing the contract.

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

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

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

C. **Payment Conditions**

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

4. **Project Administration**

A. **Coordinator**

The Client designates **Ms. CHRISTINE WASIKE** 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**

The Consultant agrees that during the term of this Contract and after its termination the Consultant

- |                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>in certain Activities</b>                   | 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. <b>Insurance</b>                            | The Consultant will be responsible for taking out any appropriate insurance coverage.                                                                                                                                                                                                                                                                                                                                                |
| 10. <b>Assignment</b>                          | The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.                                                                                                                                                                                                                                                                                                          |
| 11. <b>Law Governing Contract and Language</b> | Kenya and the language of the Contract shall be English language                                                                                                                                                                                                                                                                                                                                                                     |
| 12. <b>Dispute Resolution</b>                  | 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 \_\_\_\_\_

**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 of .....20.....in the matter of Tender No.....of  
.....20...

**REQUEST FOR REVIEW**

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

- 1.
- 2.

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

- 1.
- 2.

SIGNED .....(Applicant)

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

---

**FOR OFFICIAL USE ONLY**

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

**SIGNED  
Board Secretary**