



**REQUEST FOR PROPOSAL(RFP) PROVISION OF
LEGAL SERVICES FOR WINDING UP OF
INSTITUTIONS IN LIQUIDATION**

**TENDER REFERENCE NUMBER:
KDIC/RFP/01/2024-2025**

**CHIEF EXECUTIVE OFFICER
KENYA DEPOSIT INSURANCE CORPORATION
P.O Box 45983-00100 NAIROBI.
17TH FLOOR, OLD MUTUAL TOWER,
UPPER HILL, NAIROBI.**

CLOSING DATE: 18th SEPTEMBER, 2024

AT 10.00. A.M.

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TENDER NOTICE

INVITATION TO TENDER-READVERTISEMENT

The Kenya Deposit Insurance Corporation (KDIC) Invites Tenders from interested and eligible bidders for the provision of services listed below.

TENDER NO.	TENDER DESCRIPTION
KDIC/RFP/01/2024-2025.	REQUEST FOR PROPOSAL(RFP) PROVISION OF LEGAL SERVICES FOR WINDING UP OF INSTITUTIONS IN LIQUIDATION

Eligible candidates may obtain the RFP documents from KDICs website www.kdic.go.ke Bidders who download the tender documents are required to forward their company details to; procurement@kdic.go.ke in order to facilitate subsequent clarifications and/or addendum.

Complete bid documents in plain sealed envelopes and clearly marked with the

TENDER NUMBER should be addressed to: -

Chief Executive Officer.
Kenya Deposit Insurance Corporation
P.O. Box 45983-00100 NAIROBI
Old Mutual Tower, 17th Floor, Upper Hill Road,
NAIROBI.

And be deposited in the tender box provided at Old Mutual Tower, 17th floor, Upper Hill Road Nairobi, so as to be received on or before **18th September 2024 at 10: 00am**. The bid documents shall be opened immediately thereafter at KDIC headquarters in the presence of Tenderers **who chose to attend**.

SECTION I - LETTER OF INVITATION

**RE: REQUEST FOR PROPOSAL(RFP) PROVISION OF AUDIT SERVICES FOR
WINDING UP OF INSTITUTIONS IN LIQUIDATION**

1.1 The **KENYA DEPOSIT INSURANCE CORPORATION** invites proposals from Consultancy firms to provide the above-mentioned services.

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 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

**CHIEF EXECUTIVE OFFICER
KENYA DEPOSIT INSURANCE CORPORATION.**

SECTION II – INFORMATION TO CONSULTANTS (ITC)

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SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 INTRODUCTION

The Kenya Deposit Insurance Corporation (KDIC) is a statutory institution established under the Kenya Deposit Insurance Act, 2012 whose mandate is to provide a deposit insurance scheme for customers of member institutions and to provide incentives for sound risk management and generally promote the stability of the financial system.

VISION

A reliable, effective deposit insurer and resolution authority

MISSION

To protect depositors and enhance public confidence in the financial system by promoting sound risk management and timely resolution.

CORE VALUES

- Teamwork
- Accountability
- Innovativeness
- Integrity
- Customer Focus
- Professionalism

STRATEGIC THEMES

- Deposit Insurance
- Risk Minimization
- Resolution of problem banks
- Institutional Capacity Development

2.1.1 The Client named in the Appendix to “ITC”; **Kenya Deposit Insurance Corporation (KDIC)**, will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix.

2.1.2 The consultants are invited to submit 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 first hand 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 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 three [3] 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 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 interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorised 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 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.

2.6 PROPOSAL EVALUATION GENERAL

2.5.6 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.

- 2.6.1 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 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria provided in this document.

Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix "ITC".

2.8 NEGOTIATIONS

- 2.9.1 Negotiations will be held at the same address as "address to send information to the Client" indicated in the Appendix "ITC". The aim is to reach agreement on all points and sign a contract.

- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

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

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

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

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

2.10 AWARD OF CONTRACT

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

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

2.10.3 The parties to the contract shall have it signed within 7 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 giving reasons for termination within 14 days of receiving the request from any tenderer.

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

2.11 CONFIDENTIALITY

2.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the 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

Note on the Appendix to Information to Consultants

1. The Appendix to information to consultant is intended to assist the procuring entity in providing specific information in relation to corresponding claims in the information to consultants included in Section II and the appendix has to be prepared for each specific consultancy.
2. The Procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the assignment of the consultancy and the proposals evaluation criteria that will apply to the RFP Consultancy.
3. In preparing the appendix the following aspects should be taken into consideration.
 - (a) The information that specifies or complements provisions of Section II to be incorporated.
 - (b) Amendments of Section II as necessitated by the circumstances of the specific consultancy to be also incorporated
 - (c) Section II should remain unchanged and any changes or amendments should be introduced through the appendix.

APPENDIX TO INFORMATION TO CONSULTANTS AND TERMS OF REFERENCE

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.

3.0. Clause Reference

The name of the Client is:

**CHIEF EXECUTIVE OFFICER
KENYA DEPOSIT INSURANCE CORPORATION
P.O Box 45983-00100 NAIROBI.
17th Floor, Old Mutual Tower,
Upper Hill, Nairobi.**

- 3.1. The method of selection will be **BASED ON QUALITY**
- 3.2. Only Technical Proposals are requested: Yes ____
- 3.3. The name, objectives, and description of the assignment is **REQUEST FOR PROPOSAL(RFP) PROVISION OF LEGAL SERVICES FOR WINDING UP OF INSTITUTIONS IN LIQUIDATION**

TERMS OF REFERENCE FOR LEGAL FIRMS WINDING UP OF INSTITUTIONS IN LIQUIDATION

1.0 Background

The Kenya Deposit Insurance Corporation (KDIC) is a statutory body established under the Kenya Deposit Insurance Act Cap 387C, Laws of Kenya (Herein after “the KDI Act”), whose mandate is to provide a deposit insurance scheme for customers of member institutions; provide incentives for sound risk management; and promptly resolve problem banks and generally promote the stability of the financial system. The Corporation seeks to ensure prompt resolution of troubled financial institutions/ banks through effective and efficient receiverships and liquidations. In accordance with Section 60 the KDI Act , where the Corporation considers that liquidation has been substantially completed, the Corporation shall cause to be published in the Kenya Gazette the final statement of account in respect of the institution and address any objections raised by interested persons in relation to the final statements in a prescribed manner and thereafter apply to the High Court for an order to terminate the liquidation process and winding up the institution. On obtaining the Court order the Corporation shall publish the dissolution Gazette notice and thereafter retain the records of the wound-up institution for the prescribed period.

The Corporation is in the process of identifying a suitable law firm to provide the requisite liquidation advisory services during the winding up of one of our Institutions in Liquidation.

2.1 Scope of work for the legal firm:

- I. Perusing all the court files for the institution to be wound up for confirmation that there are no pending cases by or against the institution;
- II. Drafting and filing of the petition to the High Court seeking to terminate the liquidation of the target institution and wind up the company under the provisions of KDI Act;
- III. Holding regular meetings and submitting periodic reports on progress made to the Liquidator;
Drafting and filing of notices of the intention for release from the liquidation in addition to convening and attending meetings of depositors and creditors;
- IV. Drafting and filing of notices to creditors and contributors for inspection of final accounts;
- V. Closely liaising with the Liquidator and the external auditors during the preparation and filing of the requisite application for release and
- VI. Causing publication of the court orders in the Kenya Gazette.

- VII. Carrying out any other assignment incidental to the winding up of the targeted institution.

2.2 Assignment Deliverables

- I. Periodic Progress reports
- II. Provision and Publication of Court Orders issued on the assignment
- III. Evidence of filing of the Court Orders with the Registrar of Companies
- IV. Publication of the striking out notice by the Registrar of Companies

3.0 Qualifications of the Advisory Firm

The assignment should preferably be conducted by a reputable Law firm with experience gained from provision of similar consultancy work for a similar or equivalent institution. The firm should have demonstrable experience in legal services of similar nature for a period of not less than 5 years with experienced and professional staff capable of executing the assignment within a tight schedule.

3.1 Mandatory Requirements

No.	Requirements	YES/NO
1.	Copy of Certificate of Registration/Incorporation of the Law firm.	
2.	Copy of the Law Firm's valid Tax Compliance Certificate.	
3.	Professional indemnity cover. -minimum Kshs 50,000,000	
4.	Law Firms should have at least two (2) fulltime Partners	
5.	Valid Practicing certificates for the all Advocates in the Law Firm.	

3.2. Award

The Corporation will make award to multiple firms. The firms will be put under a framework contract for a period of three (3) years.

4.0 Financial proposal

The consultants/firms are not required to submit their financial proposals at this stage. A mini competition on financial proposals will be carried out between the firms on the framework contract.

3.2 DETAILED EVALUATION

No.	REQUIREMENT.	GUIDANCE	% Max	% Awarde d
1.	Letter from LSK confirming good/professional standing of current Advocates in the firm.	<i>If clearly provided award 5 marks & if not award 0 marks.</i>	5	
2.	Clearance letter from the Advocates Complaints Commission confirming good professional standing of current Advocates in the firm to date.	<i>If clearly provided award 5 marks & if not award 0 marks.</i>	5	
3.	Number of Associates in the firm with current practicing certificates:- <ul style="list-style-type: none"> • 2-3 Associates (3 Marks) • 4-5 Associates (4 marks) • Above 5 Associates (5 marks). 		5	
4.	Evidence of matters handled in court/Specialization: - <ul style="list-style-type: none"> i) Bank Liquidation or Receivership (10 marks). ii) Banking, Finance & Commercial Law (8 marks). iii) Land Law (6 marks). iv) Employment/Labor law (3 marks). v) Company Law (5marks). vi) Law of Succession (2marks). vii) Constitutional law & Judicial Review (2 marks). viii) Insolvency Law (5 marks). ix) Alternative Dispute resolution (4 marks). 		45	
5.	Years of operation of the firm:- <ul style="list-style-type: none"> 5 – 10 (4 marks). Above 10 (10 marks). 		10	

No.	REQUIREMENT.	GUIDANCE	% Max	% Awarde d
6.	Letters of recommendation from at least 2 up to a maximum of 5 major clients (i.e. State Corporations, Parastatals, Government & Public institutions, Private Companies & Corporations, Non-Government Organizations (indicating a brief summary of the cases handled and how they are relevant to the assignment herein, contact person, physical address, E-mail and telephone number/s).	Each letter of recommendation carries 2 marks up to a maximum of 5 letters.	10	
7.	Evidence of presence outside Nairobi or ability to handle matters upcountry (i.e. branch network and/or previous cases handled upcountry).		5	
8.	Written confirmation that the law firm has not been debarred as a service provider or consultant for goods and services in Kenya.		5	
9.	Detailed profile of the Law Firm & Curriculum Vitae (CV) of the Advocates in the firm.		10	
	TOTAL MARKS		100%	

Bidders must attain a score of 80% to put on framework contract.

3.3. Award

The Corporation will make award to multiple firms. The firms will be put under a framework contract for a period of three (3) years.

4.0 Financial proposal

The consultants/firms are **not required** to submit their financial proposals at this stage. A mini competition on financial proposals will be carried out between the firms on the framework contract.

3.3.2 Client Address

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

CHIEF EXECUTIVE OFFICER
KENYA DEPOSIT INSURANCE CORPORATION
Old Mutual Tower, 17th Floor
P.O. Box 45983-00100, Nairobi Kenya.
Tel: +254709043823.
Email: procurement@kdic.go.ke
Mobile: +254 709 043 000

3.3.3 The Client will provide the following inputs: **All data statistics and information required for the assignment**

3.3.4 Taxes: [*Specify firm's liability: nature, sources of information*]: **The Tenderer will pay for all the local taxes, duties, fees, levies and other charges applicable in Kenya. The financial proposal should therefore include any taxes payable in Kenya.**

3.3.5 Consultants must submit an original and **ONE** additional copies of each proposal.

3.3.6 The proposal submission address is:

CHIEF EXECUTIVE OFFICER
KENYA DEPOSIT INSURANCE CORPORATION
Old Mutual Tower, 17th Floor
P.O. Box 45983-00100, Nairobi Kenya.
Tel: +254709043823.
Email: procurement@kdic.go.ke
Mobile: +254 709 043 000

Information on the outer envelope should also include:

REQUEST FOR PROPOSAL(RFP) PROVISION OF LEGAL SERVICES FOR WINDING UP OF INSTITUTIONS IN LIQUIDATION

3.3.7 Proposals must be submitted no later than the following date and time: **18th September, 2024 AT 10.00 A.M.**

3.3.8 The address to send information to the Client is:

CHIEF EXECUTIVE OFFICER
KENYA DEPOSIT INSURANCE CORPORATION
P.O Box 45983-00100 NAIROBI.
OLD MUTUAL TOWER UPPER HILL ROAD, NAIROBI.
Email: procurement@kdic.go.ke

3.4 MANDATORY REQUIREMENTS

No.	Requirements	YES/NO
1.	Copy of Certificate of Registration/Incorporation of the Law firm.	
2.	Copy of the Law Firm's valid Tax Compliance Certificate.	
3.	Professional indemnity cover- Minimum of Kshs 50,000,000	
4.	Law Firms should have at least two (2) fulltime Partners	
5.	Valid Practicing certificates for the all Advocates in the Law Firm.	

NOTE: By agreeing to participate in the above tender, you shall have expressly given consent to the client (KDIC) the discretion of verifying the provided details above without necessarily seeking consent from the Vendor.

- 3.5 ONLY FIRMS THAT ARE RESPONSIVE TO THE MANDATORY REQUIREMENTS SHALL PROCEED FOR THE TECHNICAL EVALUATION.**
- 3.5.2 THE TECHNICAL EVALUATION WILL BE BASED ON A SCORING SYSTEM MARKED OUT OF A MAXIMUM OF 80 MARKS.**
- 3.5.3 ONLY PROPOSALS THAT SCORE A MINIMUM OF 80 MARKS IN THE TECHNICAL EVALUATIONS WILL BE DEEMED TO BE “SUBSTANTIALLY RESPONSIVE” AND SHALL BE PUT IN THE FRAMEWORK CONTRACT**

SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

- 4.1. 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.
- 4.2. 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.
- 4.3. 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.

SECTION III - TECHNICAL PROPOSAL
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5. Team composition and Task assignments	
6. Format of curriculum vitae (CV) for proposed Professional staff	
7. Time schedule for professional personnel	
8. Activity (work schedule)	
9. Confidential Business Questionnaire	
10. Declaration	

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

To: _____ [*Name and address of Client*]

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

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

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

Firm's Name: _____

Name and title of signatory: _____

3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

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

- 1.
- 2.
- 3.
- 4.
- 5.

4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

The Consultant shall provide a signed CV of each of the Key Personnel on the Format of Curriculum Vitae for individual Consultants outlined below.

(a) Identification

1. Full Names: _____ (End with Family Name)
2. Date of birth: _____
3. Nationality _____
4. Marital status: _____
5. Years of Working experience: from _____ to _____
6. Present Position _____
7. Key Personnel position in the Proposal _____

(b) Education

	Institution / Dates	Degree(s) or Diploma(s) obtained:
1		
2		
3		
4		
5		
6		

(c) Language skills

Indicate competence on a scale of 1 to 3 (1 -excellent; 2 – Good, 3 - Fair)

	Language	Reading	Speaking	Writing
1				
2				
3				
4				

(d) Membership of Professional Bodies

Provide information on Professional Bodies that the staff belongs, including year of enrollment.

(e) Key qualifications/skills and experience (List e.g.)

- (i) Extensive experience in procurement of works, goods and services, i.e. preparation of annual procurement plans and budgets, preparation of bidding and proposal documents, preparation and/or review of bid and proposal evaluations, contract negotiations.
- (ii) Management of procurement contracts, and technical review and auditing.
- (iii) (etc.)

(f) Employment record

Provide information on employment starting with present position going back for every employment held since graduation, giving for each employment dates of employment, name of employer, positions held and tasks of the employment. Highlight information on employment tasks that best illustrate staff capability to handle the tasks under the assignment.

(g) Professional experience

If the staff member has worked as a consultant, provide work experience and assignments carried out using the format of the form below.

No.	Date (from – to)	Location/ Country	Company & reference person	Position	Description of Assignment
1					
2					
3					
4					
5					

(h) Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative: _____

Title: _____

Address: _____

9. CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in part 1 and either part 2 (a) , 2(b) or 2 9c) which ever applies to your type of business.

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

Part _____ General

Business Name.....

Location of Business premises.....

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

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

Nature of Business

Registration Certificate No.....

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

Name of your Bankers.....Branch.....

Part 2 (a) Sole Proprietor

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

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

Citizenship Details

Part 2 (b) – Partnership

Give details of partners as follows

Name	Nationality	Citizenship details	shares
1.....			
2.....			
3.....			
4.....			
5.....			

Part 2 (c) - Registered Company

Private or Public

State the nominal and issued capital of the company

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows

Name	Nationality	Citizenship details	shares
1.....			
2.....			
3.....			
4.....			
5.....			

Date.....Signature of tender.....

If a citizen, indicate under “citizenship Details” whether by birth, Naturalization or Registration.

10. DECLARATION (COMPLIANCE TO SECTION 62 OF THE PPAD ACT 2015)

I (*Business Name*) of Postal address.....and registration Certificate Number Do declare that I will not engage in any corrupt or fraudulent practice and that the business named above, her sub-contractors/joint-venture are not debarred from participating in procurement proceedings in Kenya.

Name of the Business:

Authorized Personnel Name:

Authorized Personnel Signature:

Official Stamp:

Date:

SECTION V: - TERMS OF REFERENCE

WINDING UP OF INSTITUTIONS IN LIQUIDATION

2.0 Background

The Kenya Deposit Insurance Corporation (KDIC) is a statutory body established under the Kenya Deposit Insurance Act Cap 387C, Laws of Kenya (Herein after “the KDI Act”), whose mandate is to provide a deposit insurance scheme for customers of member institutions; provide incentives for sound risk management; and promptly resolve problem banks and generally promote the stability of the financial system. The Corporation seeks to ensure prompt resolution of troubled financial institutions/ banks through effective and efficient receiverships and liquidations. In accordance with Section 60 the KDI Act , where the Corporation considers that liquidation has been substantially completed, the Corporation shall cause to be published in the Kenya Gazette the final statement of account in respect of the institution and address any objections raised by interested persons in relation to the final statements in a prescribed manner and thereafter apply to the High Court for an order to terminate the liquidation process and winding up the institution. On obtaining the Court order the Corporation shall publish the dissolution Gazette notice and thereafter retain the records of the wound-up institution for the prescribed period.

The Corporation is in the process of identifying a suitable law firms to provide the requisite liquidation advisory services during the winding up of one of our Institutions in Liquidation.

2.1 Scope of work for the assignment:

- VIII. Perusing all the court files for the institution to be wound up for confirmation that there are no pending cases by or against the institution;
- IX. Drafting and filing of the petition to the High Court seeking to terminate the liquidation of the target institution and wind up the company under the provisions of KDI Act;
- X. Holding regular meetings and submitting periodic reports on progress made to the Liquidator;
Drafting and filing of notices of the intention for release from the liquidation in addition to convening and attending meetings of depositors and creditors;
- XI. Drafting and filing of notices to creditors and contributors for inspection of final accounts;
- XII. Closely liaising with the Liquidator and the external auditors during the preparation and filing of the requisite application for release and
- XIII. Causing publication of the court orders in the Kenya Gazette.

- XIV. Carrying out any other assignment incidental to the winding up of the targeted institution.

2.2 Assignment Deliverables

- V. Periodic Progress reports
- VI. Provision and Publication of Court Orders issued on the assignment
- VII. Evidence of filing of the Court Orders with the Registrar of Companies
- VIII. Publication of the striking out notice by the Registrar of Companies

3.0 Qualifications of the Advisory Firm

The assignment should preferably be conducted by a reputable Law firm with experience gained from provision of similar consultancy work for a similar or equivalent institution. The firm should have demonstrable experience in legal services of similar nature for a period of not less than 5 years with experienced and professional staff capable of executing the assignment within a tight schedule.

3.1 Mandatory Requirements

No.	Requirements	YES/NO
6.	Copy of Certificate of Registration/Incorporation of the Law firm.	
7.	Copy of the Law Firm's valid Tax Compliance Certificate.	
8.	Professional indemnity cover- Minimum Kshs 50,000,000.	
9.	Law Firms should have at least two (2) fulltime Partners	
10.	Valid Practicing certificates for the all Advocates in the Law Firm.	

3.2. Award

The Corporation will make award to multiple firms. The firms will be put under a framework contract for a period of three (3) years.

5.0 Financial proposal

The consultants/firms are **not required** to submit their financial proposals at this stage. A mini competition on financial proposals will be carried out between the firms on the framework contract.

3.2 DETAILED EVALUATION

No.	REQUIREMENT.	GUIDANCE	% Max	% Awarded
10.	Letter from LSK confirming good/professional standing of current Advocates in the firm.	<i>If clearly provided award 5 marks & if not award 0 marks.</i>	5	
11.	Clearance letter from the Advocates Complaints Commission confirming good professional standing of current Advocates in the firm to date.	<i>If clearly provided award 5 marks & if not award 0 marks.</i>	5	
12.	Number of Associates in the firm with current practicing certificates:- <ul style="list-style-type: none"> • 2-3 Associates (3 Marks) • 4-5 Associates (4 marks) • Above 5 Associates (5 marks). 		5	
13.	Evidence of matters handled in court/Specialization: - <ul style="list-style-type: none"> x) Bank Liquidation or Receivership (10 marks). xi) Banking, Finance & Commercial Law (8 marks). xii) Land Law (6 marks). xiii) Employment/Labor law (3 marks). xiv) Company Law (5marks). xv) Law of Succession (2marks). xvi) Constitutional law & Judicial Review (2 marks). xvii) Insolvency Law (5 marks). xviii) Alternative Dispute resolution (4 marks). 		45	
14.	Years of operation of the firm:- <ul style="list-style-type: none"> 5 – 10 (4 marks). Above 10 (10 marks). 		10	

No.	REQUIREMENT.	GUIDANCE	% Max	% Awarded
15.	Letters of recommendation from at least 2 up to a maximum of 5 major clients (i.e. State Corporations, Parastatals, Government & Public institutions, Private Companies & Corporations, Non-Government Organizations (indicating a brief summary of the cases handled and how they are relevant to the assignment herein, contact person, physical address, E-mail and telephone number/s).	Each letter of recommendation carries 2 marks up to a maximum of 5 letters.	10	
16.	Evidence of presence outside Nairobi or ability to handle matters upcountry (i.e. branch network and/or previous cases handled upcountry).		5	
17.	Written confirmation that the law firm has not been debarred as a service provider or consultant for goods and services in Kenya.		5	
18.	Detailed profile of the Law Firm & Curriculum Vitae (CV) of the Advocates in the firm.		10	
	TOTAL MARKS		100%	

BIDDERS MUST SCORE 80% AND ABOVE TO BE CONSIDERED FOR THE FRAMEWORK CONTRACT

6.0 Financial proposal

The consultants/firms are **not required to** submit their financial proposals at this stage. A mini competition on financial proposals will be carried out between the firms on the framework contract.

SECTION VI:

STANDARD FORMS OF CONTRACT

- a. ANNEX I – LARGE ASSIGNMENTS (LUMP-SUM PAYMENTS)

- b. ANNEX II – LARGE AND SMALL ASSIGNMENTS (TIME - BASED PAYMENTS)

- c. ANNEX III – SMALL ASSIGNMENTS (LUMP-SUM PAYMENTS)

NOTES

- 1. LARGE ASSIGNMENT _____ Exceeding Ksh 5,000,000

- 2. SMALL ASSIGNMENT _____ Not exceeding Ksh. 5,000,000

- 3. TIME BASED PAYMENT ___ Time based fixed fee Exact duration of contract not fixed

- 4. LUMP-SUM PAYMENT _____ Stated fixed contract sum.

**ANNEX I
REPUBLIC OF KENYA**

STANDARD FORM OF CONTRACT

FOR

CONSULTING SERVICES

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

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Special Notes

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

CONTRACT FOR CONSULTANT'S SERVICES

Large Assignments (Lump-Sum Payments)

between

[name of the Client]

AND

[name of the Consultant]

Dated: _____ *[date]*

I. FORM OF CONTRACT

Large Assignments (Lump-Sum Payments)

This Agreement (hereinafter called the “Contract”) is made the _____ day of the month _____ of _____ [month], _____ [year], between _____, [name of client] of [or whose registered office is situated at] _____ [location of office] (hereinafter called the “Client”) of the one part AND

_____ [name of consultant] of [or whose registered office is situated at] _____ [location of office] (hereinafter called the “Consultant”) of the other part.

WHEREAS

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

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices: [**Note:** *If any of these Appendices are not used, they should be deleted from the list*]
 - Appendix A: Description of the Services
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel and Sub consultants
 - Appendix D: Breakdown of Contract Price in Foreign Currency
 - Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided
by the Client

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of _____ [*name of client*]

[*full name of Client's authorised representative* _____]

[*title*] _____

[*signature*] _____

[*date*] _____

For and on behalf of _____ [*name of consultant*]

[*full name of Consultant's authorized representative*] _____

[*title*] _____

[*signature*] _____

[*date*] _____

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions Unless the context otherwise requires, the following terms

whenever used in this Contract shall have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 herebelow;
- (d) “Foreign Currency” means any currency other than the Kenya Shilling;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of the Republic of Kenya;
- (g) “Local Currency” means the Kenya Shilling;
- (h) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;
- (i) “Party” means the Client or the Consultant, as the case may be and “Parties” means both of them;
- (j) “Personnel” means persons hired by the Consultant or by any Subconsultant as employees and assigned

to the performance of the Services or any part thereof;

- (k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) “Sub consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

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

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

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

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

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

1.7 Taxes and The Consultant, Sub consultant[s] and their personnel

Duties shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

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

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

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

2.5 Force Majeure

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

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

and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension Of Time

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

2.5.4 Payments

During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Client

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

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

For the purpose of this clause;

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

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

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

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

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

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

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1,

reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

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

- 3.2.1 Consultant Not to Benefit from Commissions, Discounts, Etc.**
- (i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.
 - (ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.
 - (iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the

procurement of goods, works or services, the Consultant will comply with any applicable

- (iv) procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Subconsultant and any of his affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities Neither the Consultant nor his subconsultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:

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

3.3 Confidentiality The Consultant, his subconsultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to be Taken Out by the The Consultant (a) shall take out and maintain and shall cause any subconsultant[s] to take out

Consultant

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

3.5 Consultant's Actions requiring Client's prior Approval

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

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

3.6 Reporting Obligations

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

3.7 Documents prepared by the Consultant to Be the Property of the Client

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

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

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

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

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

5.2 Change in the Applicable Law If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise

payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

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

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum

Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Subconsultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the

Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

(a) The price payable in foreign currency is set forth in the SC.

(b) The price payable in local currency is set forth in the SC.

6.3 Payment for Additional Services

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

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period

stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payment

Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest 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 .

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

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

7.2 Dispute Settlement

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

III. SPECIAL CONDITIONS OF CONTRACT

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

1.1(i) <i>Member]</i>	The Member in Charge is _____ <i>[name of</i>
--------------------------	---

1.4 The addresses are:

Client: _____

Attention: _____

Telephone: _____

Telex; _____

Facsimile: _____

Consultant: _____

Attention: _____

Telephone; _____

Telex: _____

Facsimile: _____

1.6 The Authorized Representatives are:

For _____ the _____ Client:

For _____ the
Consultant: _____

2.1 The date on which this Contract shall come into effect is(_____) [date].

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

2.2 The date for the commencement of Services is _____ [date]

2.3 The period shall be _____ [length of time].

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

3.4 The risks and coverage shall be:

(i) Professional _____ Liability

(ii) Loss of or damage to equipment and property _____

6.2(a) The amount in foreign currency or currencies is _____
[Insert amount].

6.2(b) The amount in local Currency is _____ [Insert amount]

6.4 Payments shall be made upon submission of the final report and not later than 30 days from date of submission.

IV. Appendices

APPENDIX A – DESCRIPTION OF THE SERVICES

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

APPENDIX B – REPORTING REQUIREMENTS

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

APPENDIX C – KEY PERSONNEL AND SUBCONSULTANTS

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

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

APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – foreign currency portion:

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – local currency portion.

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

ANNEX II

SAMPLE CONTRACT FOR CONSULTING SERVICES

LARGE ASSIGNMENTS

AND Small Assignments

Time-Based Payments

SAMPLE CONTRACT FOR CONSULTING SEVICES SMALL ASSIGNMENTS TIME-BASED 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 reports listed in Appendix B, “Consultant’s Reporting Obligations,” within the time periods listed in such Appendix and the personnel listed in Appendix C, “Cost Estimate of Services, List of Personnel and Schedule of Rates” to perform the Services.

2. Term The Consultant shall perform the Services during the period commencing _____ *[Insert start date]* and continuing through to _____ *[Insert completion date]* or any other period(s) as may be subsequently agreed by the parties in writing.

3. Payment A. Ceiling

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed a ceiling of _____ *[Insert ceiling amount]*. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as

(i)

well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant’s remuneration as defined in sub-paragraph (B) below and of the reimbursable expenditures as defined in sub-paragraph (C) below.

B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per man/month spent (or per day spent or per hour spent, subject to a maximum of eight hours per day) in accordance with the rates agreed and specified in Appendix C, “Cost Estimate of Services, List of Personnel and Schedule of Rates”.

C. Reimbursables

The Client shall pay the Consultant for reimbursable expenses which shall consist of and be limited to:

- (i) normal and customary expenditures for official road and air travel, accommodation, printing and telephone charges; air travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client’s coordinator;
- (ii) such other expenses as approved in advance by the Client’s coordinator.

D. Payment Conditions.

Payment shall be made in Kenya shillings unless otherwise specified not later than thirty {30} days following submission of invoices in duplicate to the Coordinator designated in Clause 4 herebelow. If the Client has delayed payments beyond thirty (30) days after the 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.

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

4. Project Administration

A. Coordinator

The Client designates _____
[Insert name] as Client’s Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices

(ii)

for payment and for acceptance of the deliverables by the Client.

B. Timesheets.

During the course of their work under this Contract, including field work, the Consultant's employees

providing services under this Contract may be required to complete timesheets or any other document used to identify time spent as well as expenses incurred, as instructed by the Project Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services which will clearly identify all charges and expenses. The Client reserves the right to audit or to nominate a reputable accounting firm to audit the Consultant's records relating to amounts claimed under this Contract during its term and any extension and for a period of three months thereafter.

5. Performance Standard

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 or 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.
- (iii)
- 10. Assignment** The Consultant shall not assign this Contract or Subcontract any portion thereof 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 this 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; _____

(iv)

LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant’s Reporting Obligation

Appendix C: Cost Estimate of Services, List of Personnel and Schedule of Rates

APPENDIX C

Cost Estimate of Services, List of Personnel and Schedule of Rates.

(1) Remuneration of Staff

	Name	Rate (per month/day/hour in currency)	Time spent(numberof month/day/ hour)	Total (currency)
(a)	Team Leader			
(b)				
(c)				

				Sub-Total (1)
--	--	--	--	---------------

(2) Reimbursables

	Rate	Days	Total
(a) Air Travel			
(b) Road Transportation			
(c) Per Diem			
			Sub-Total (2)

TOTAL COST _____

Physical Contingency _____

CONTRACT CEILING _____

ANNEX III

SAMPLE CONTRACT FOR CONSULTING SERVICES

Small Assignments

Lump-sum payments

**SAMPLE CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS
LUMP-SUM PAYMENTS**

CONTRACT

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

_____ *[Insert 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.

(i)

3. Payment

A. Ceiling

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

B. Schedule of Payments

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

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. 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 herebelow. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

4. Project Administration

A. Coordinator.

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

B. Reports.

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

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

5. Performance Standards

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

6. Confidentiality

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

7. Ownership of Material

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

8. Consultant Not to be Engaged in certain Activities

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

- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.
- 12. Dispute Resolution** Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

FOR THE CLIENT

FOR THE CONSULTANT

Full name; _____ Full name; _____

Title: _____ Title: _____

Signature; _____ Signature; _____

Date; _____ Date; _____

(iv)

LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's Personnel

Appendix C: Consultant's Reporting Obligations

(v)

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1
REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN
.....APPLICANT

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

By this memorandum, the Applicant requests the Board for an 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
of20.....

SIGNED

Board Secretary

SELF-DECLARATION FORM

ANTI-CORRUPTION DECLARATION

We (insert the name of the company / supplier)----- declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply —

- a) The person shall be disqualified from entering into a contract for the procurement; or
- b) If a contract has already been entered into with the person, the contract shall be voidable at the option of KDIC.
- c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy That KDIC may have.

NameSignature.....Date

Company Seal / Business Stamp

ANTI-FRAUDULENT PRACTICE DECLARATION

We (insert the name of the company / supplier) -----declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

NameSignature.....Date

Company Seal / Business Stamp

NON - DEBARMENT DECLARATION

We (insert the name of the company / supplier) -----declares and guarantees that this company nor its directors or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

NameSignature.....Date

Company Seal / Business Stamp