



# **National Transport and Safety Authority**

**REQUEST FOR QUATATIONS**

**FOR**

**CONSULTANCY SERVICES TO CARRY OUT ISO 9001: 2015 QUALITY  
MANAGEMENT (QMS) GAP ANALYSIS AND PROCESS DETERMINATION  
OF THE NATIONAL TRANSPORT AND SAFETY AUTHORITY (NTSA)  
PROCESSES AND PROCEDURES**

**TENDER NO: NTSA/RFQ/152/2017-2018**

**JUNE, 2018**

**NATIONAL TRANSPORT AND SAFETY AUTHORITY.  
P.O. BOX. 3602-00506  
NAIROBI**

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## INTRODUCTION

### SECTION I ~ LETTER OF INVITATION

To [name and address of Candidate] Date

Dear Sir/Madam,

1.1 The National Transport and Safety Authority invites RFQ for the following consultancy services **Consultancy Services to Carry Out ISO 9001: 2015 Quality Management (QMS) Gap Analysis and Process Determination of the National Transport and Safety Authority (NTSA) Processes and Procedures**

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

1.2 The request for quotation (RFQ) includes the following documents;

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

1.3 The following **MUST** be submitted together with the Quotation:-

- a) Copy of Certificate of Incorporation/Business Registration
- b) Copy of Tax Compliance Certificate (*Please note that the Tax Compliance Certificates will be verified with the KRA and Certificates found not to be in order will lead to the disqualification of the bidder at the preliminary evaluation stage*);
- c) Copy of CR12 Certificate for Limited Liability Companies
- d) Curriculum Vitae (CV) of the Proposed Key Staff signed and dated by the proposed professional staff and the authorized representative submitting the proposal of not more than three pages;
- e) Copies of Certificates and Testimonials of the Proposed Key Staff;
- f) Others as described in this RFQ.

1.4 Information on these quotation notice and document detailing the requirements, tendering procedures and guidelines should be downloaded from our website at <http://www.nts.go.ke> Interested bidders who download the documents must forward their particulars immediately to [procurement@nts.go.ke](mailto:procurement@nts.go.ke) for record and communication of any clarifications and /or addenda.

Bidders must ensure that the bid submitted is serialized from the first to the last page including any attachments

1.5 The submission date for these RFQ is **11<sup>th</sup> July, 2018 at 10.AM** and the submission address is:

Director General.  
National Transport and Safety Authority.  
Hill Park Plaza, Upper Hill Road  
P.O. BOX. 3602-00506  
NAIROBI.

Quotations must be deposited in the Quotation Box located at **Ground floor Reception, Hill Park Plaza on Upper hill Road, Nairobi.**

Quotation will be opened immediately thereafter in the presence of the Tenderers or their representatives who choose to attend the opening at the NTSA Conference Room on 3<sup>rd</sup> floor, Hill Park Plaza, Upper hill Road

**DIRECTOR GENERAL**

**NATIONAL TRANSPORT AND SAFETY AUTHORITY**

**SECTION II ~ INSTRUCTIONS TO CANDIDATES**

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## SECTION II

## ~ INFORMATION TO CANDIDATES

### **2.1 Introduction**

- 2.1.1 NTSA will select a candidate among those invited to submit in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The candidate are invited to submit a technical proposal and a financial proposal for consulting services required for the assignment stated in the letter of invitation (Section I)
- 2.1.3 In the assignment where the procuring entity intends to apply standard conditions of engagement and scales of fees for professional services, which scale of fees will have been approved by a relevant authority, a technical proposal only may be invited and submitted by the candidate. In such a case the highest ranked candidate in the technical proposals shall be invited to negotiate a contract on the basis of the set scale of fees. The technical proposals will be the basis for contract negotiations and ultimately for a signed contract with the selected candidate.
- 2.1.4 The candidates must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their proposals. To obtain adequate information on the assignment and on the local conditions, candidates are encouraged to liase with the procuring entity regarding any information that they may require before submitting a quotation.
- 2.1.5 The client will provide the inputs and services specified in the special conditions of contract needed to assist the candidate to carry out the assignment.
- 2.1.6 The cost of preparing the proposal and negotiating the contract including any visit to the procuring entity are not reimbursable as a direct cost of the assignment. The procuring entity is not bound to accept any of the quotations submitted.
- 2.1.7 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

### **2.2 Clarification and amendment to the RFQ documents**

- 2.2.1 Candidates may request clarification of any of the RFQ documents not later than Seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to the procuring entity's address indicated in the special conditions of contract. The procuring entity will respond by post, fax or email to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all candidates invited to submit proposals.
- 2.2.2 At any time before the deadline for submission of the proposals, the procuring entity may for any reason, either at its own initiative or in response to a clarification requested by any candidate amend the RFQ. Any amendment shall be issued in writing, fax or email to all invited candidates and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the quotations.

### **2.3 Preparation of Quotations**

- 2.3.1 The individual consultant's proposal shall be written in English language.
- 2.3.2 In preparing the Technical proposal, the candidates are expected to examine the documents consisting the RFQ in detail. Material deficiencies in providing the information requested may result in rejection of a Quotation.

2.3.3 While preparing the Technical proposal, the candidate must give particular attention to the following:

- (a) If candidate considers that it does not have all the expertise required for the assignment it may suggest in the proposals other person(s) who will assist in the assignment but they will not be party to the contract for the purpose of the performance of the assignment. A candidate will not propose other candidates invited to submit quotations for the assignment. Any candidate in contravention of this requirement shall automatically be disqualified.
- (b) For all the staff who will be involved in the assignment a candidate must indicate their responsibility in the assignment and also the staff time as necessary.
- (c) The curriculum vitae (CV) of the staff proposed must be submitted with the quotation

2.3.4 The Technical proposal shall provide the following information;

- (a) The individual consultants CV and a brief of any recent experience of assignment of a similar nature. For each assignment the brief should indicate the profiles of staff involved, contract amount and the individual consultants' 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 Quotation

2.4.1 In preparing the financial quotation, the candidate is expected to take into account the time required in completing the assignment as outlined in the RFQ. The financial quotation will therefore be quoted in fees per day or month. The financial quotation may also include other costs as necessary, which will be considered as reimbursable. It will then give the total cost of the assignment.

2.4.2 The Financial quotation should include the payable taxes.

2.4.3 The fees shall be expressed in Kenya Shillings.

2.4.4 The Financial quotation must remain valid for 120 days after the submission date. During this period the candidate is expected to keep available at his own cost any staff proposed for the assignment. The procuring entity will make best efforts to complete negotiations within this period. If the procuring entity wishes to extend the validity period of the quotation, the candidates who do not agree, have the right not to extend the validity of their quotations.

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

## 2.5 Submission, Receipt and opening of quotations

2.5.1 The technical proposal and the financial quotation (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 quotation the candidates shall prepare the quotations in the number of copies indicated in the special conditions of contract. Each Technical proposal and financial

quotation shall be marked “ORIGINAL” or “COPY” as appropriate. If there are any discrepancies between the original and the copies of the quotation, 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 quotation in a sealed envelope duly marked “FINANCIAL QUOTATION. 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 11<sup>th</sup> June, 2018 at 10.00 A.M.

2.5.4 The completed Technical proposal and financial quotations must be delivered at the submission address on or before the time and date of the submission of the quotations indicated in the appendix to the instructions to candidates.

Any quotations received later than the closing date for submission of quotations shall be rejected and returned to the candidate unopened. For this purpose the inner envelope containing the technical and financial quotations will bear the address of the candidate submitting the quotations.

2.5.5 After the deadline for submission of quotations the outer envelope and the technical quotations shall be opened immediately by the opening committee. The financial quotations shall be marked with the candidates number allocated at the time of opening the outer envelope and the technical proposals 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 Quotations (General)

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

2.6.2 The Technical evaluation committee shall have no access to the financial quotation, which in any case will remain sealed, until the technical evaluation is concluded or finalized.

## 2.7 Evaluation of Technical Proposals

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

<u>CRITERIA</u>	<u>POINTS</u>
(i) Firm’s Specific experience related to the assignment	10
(ii) Comments on TOR	10
iii) Adequacy of the proposed workplan and methodology in responding to the terms of reference	30
iv) Qualifications and competence of the key staff for the assignment	50
<b>Total Points</b>	<b><u>100</u></b>



- 2.7.2 Any quotation which will be examined and found not to comply with all the requirements for submission of the quotations will be declared non responsive. All the quotations found to have complied with all the requirements for submission of quotation shall be declared responsive by the evaluation committee
- 2.7.3 Each responsive quotation will be given a technical score (ST).any technical proposal which fails to achieve the total minimum score indicated in the appendix to the information to tenderers shall be rejected at this stage and will not proceed to the next stage of evaluation. The respective financial quotation will be returned to the individual consultant unopened.
- 2.7.4 The technical evaluation may be simplified where the assignment is not complex in which case merit points will not be used.

**2.8 Opening and Evaluation of Financial Quotation**

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

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

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

$$Sf = 100 \times fm/f$$

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

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

2.8.4 The candidates quotations will be ranked according to their combined technical score (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 formule for the combined scores shall be as follows;

$$S = ST \times T\% + SF \times P\%$$

Where  
 S, is the total combined scores of technical and financial scores

St is the technical score  
 Sf is the financial score  
 T is the weight given to the technical proposal and  
 P is the weight given to the financial quotation

Note P + T will be equal to 100%

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

The minimum Technical Score required to pass is **75%**. Any bidder scoring less than **75%** shall be disqualified. Any bidder not providing any of the required documents shall be disqualified. The weights given to the technical and Financial Proposals are:

**T= 0.8**

**P= 0.20**

### **EVALUATION CRITERIA**

#### **MANDATORY REQUIREMENTS**

- i) Valid Tax Compliance Certificate (Please note that the Tax Compliance Certificates will be verified with the KRA and Certificates found not to be in order will lead to the disqualification of the bidder at the preliminary evaluation stage);
- ii) Certificate registration/ incorporation
- iii) Valid/current single Business Permit
- iv) CR 12 where applicable
- v) CVS of Key staff/ Personnel
- vi) Copies of Certificates and Testimonials of the Proposed Key Staff
- vii) Duly filled, signed and stamped Confidential Business Questionnaire
- viii) Duly filled, signed and stamped Anti-Corruption Affidavit

Evidence of sound financial base. Bidders shall provide certified copies of Audited Financial Reports for the last two years 2016 and 2015

## TECHNICAL EVALUATION CRITERIA

S/NO	Description	Maximum Scores
1	<b>Specific experience of the consultants related to the assignment</b>	
	i) Previous experience of at least five similar projects carried out in the past five years. Attach LSO or contract. <b>Two (2) points for each project(Total 10 points)</b>	10
2	<b>Comments on TOR</b>	10
3	<b>Adequacy of the proposed work plan and methodology</b>	30
	i) Work plan ; <b>fifteen(15 points)</b>	
	ii)Methodology <b>fifteen(15 points)</b>	
4	<b>Qualification and Competence of the Key staff for assignment</b>	50
	i) Lead Consultant: 10 years' experience in the procurement item and Master's degree – <b>(20 points) (Two marks for each year)</b>	
	ii) Other Team Members: At least a Bachelor's Degree in Business Management/ Social Science or equivalent from a recognized University and 5 years' experience <b>(15 Points)</b>	
	iii) Professional Qualification of Consultants :ISO -9000 <b>(15 Points)</b>	
	<b>Total</b>	<b>100</b>

### 2.9 Negotiations

2.9.1 Negotiations will be held at the same address indicated in the appendix to the information to candidates. The purpose of the negotiations is for the procuring entity and the candidate to reach agreements on all points regarding the assignment and sign a contract.

2.9.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the candidate to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.

2.9.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the candidate whose proposal achieved the second highest score to negotiate a contract.

### 2.10 Award of Contract

2.10.1 The contract will be awarded before commencement of negotiations. After negotiations are completed the procuring entity will promptly notify the other candidates that they were unsuccessful and return the financial quotations of the candidates who did not pass technical evaluation.

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

### 2.11 Confidentiality

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

## SECTION III ~ TERMS OF REFERENCE (TOR)

### TERMS OF REFERENCE

#### CONSULTANCY SERVICES TO CARRY OUT ISO 9001: 2015 QUALITY MANAGEMENT (QMS) GAP ANALYSIS AND PROCESS DETERMINATION OF THE NATIONAL TRANSPORT AND SAFETY AUTHORITY (NTSA) PROCESSES AND PROCEDURES

##### 1. INTRODUCTION

The National Transport and Safety Authority (NTSA) is a state corporation formed through National Transport and Safety Act 2012(NTSA Act 2012T. The NTSA functions are spelt out in **Section 4** of the Act which include to:

- a) advise and make recommendations on matters relating to road transport and safety,
- b) implement policies relating to road transport and safety,
- c) plan, manage and regulate the road transport sector in accordance with the provisions of the Act, and,
- d) ensure the provision of safe, reliable and efficient road transport service, and
- e) administer the Act of Parliament set out in the First Schedule and any other written Law

##### 2. Objectives

Training and Consultancy services for implementation of Quality Management Systems (QMS) leading to ISO 9001:2015 Certification of NTSA

##### 3. SCOPE OF WORK OF CONSULTANT:

- I. Study the systems and processes of NTSA and advice as appropriate
- II. Identification of gap analysis
- III. Training of Personnel of all departments
- IV. Design, development and implementation of Quality System as per the requirements of ISO 9001:2015 standard including establishing necessary documentation
- V. Training of internal Auditors
- VI. System evaluation through Internal Audits and Management Reviews and periodic MIS reports for Top Management
- VII. Assistance during Certification Audit by assisting functional areas to address identify non-conforming issues
- VIII. Project Monitoring and reporting on progress

**Time frame:** The project is to be completed within a time frame of **2 months** from the date of the Award of Contract.

#### **4. Eligibility Criteria**

The Individual Consultant must meet the following minimum eligibility criteria:-

- Consultant should have executed minimum five (5) ISO 9000 projects in the public sector.
- Consultant Should have a minimum of 10 yrs. of professional experience in ISO 9000 Quality consulting
- Professional Qualification of Lead Consultant :ISO -9000

#### **5. Documentary Evidence for the following must be submitted, to support your eligibility:**

- a) Contract/Work/Engagement orders indicating the details of assignment, client, value of assignment, date & year of award etc.
- b) Detailed Resume of the Consultant, clearly indicating the details of professional experience
- c) Certificate of Lead Assessor for ISO 9001

SECTION IV ~ TECHNICAL PROPOSAL (TP)

(i). 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 you receive.

We remain,

Yours sincerely,

\_\_\_\_\_ [*Authorized Signature*]:

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

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

\_\_\_\_\_ [*Address:*]

**(ii). FIRM'S CURRENT WORKLOAD**

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

Assignment Name:		Country	
Location within Country:		Professional Staff provided by Your Firm/Entity(profiles):	
Name of Client:		No. of Staff:	
Address:		No of Staff-Months; Duration of Assignment:	
Start Date (Month/Year):	Expected date of Completion Date (Month/Year):	Approx. Value of Services (KES)	
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: \_\_\_\_\_

**(iii). 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 (include attachments of letters from Client awarding the contract and confirming successful completion of projects).

Assignment Name:		Country:
Location within Country:		Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (KES)
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:		
*Letter of Award: Ref. No.....Date: .....		
*Letter of Completion: Ref. No.....Date: .....		

***\* Attach Correspondences***

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

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



**(iv) 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.

**(v) DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

---

(vi) TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

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

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

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

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

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

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

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

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

---

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

---

**Key Qualifications:**

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

---

**Education:**

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

---

**Employment Record:**

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

---

**Certification:**

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

\_\_\_\_\_  
*[Signature of staff member]* Date: \_\_\_\_\_

\_\_\_\_\_  
*[Signature of authorized representative of the firm]* Date: \_\_\_\_\_

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

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

(viii). TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports Due/ Activities	1	2	Number of months

Months (in the Form of a Bar Chart)

Reports Due: \_\_\_\_\_

Activities Duration: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Authorized representative)

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

**(ix). ACTIVITY (WORK) SCHEDULE**

**(a). Field Investigation and Study Items**

*[M1, M2, are months from the start to end of the assignment)*

	M1	M2
Activity (Work)		
_____		
_____		
_____		
_____		

**(b). Completion and Submission of Reports**

Reports	Date
1.	
2.	
3.	
4.	

SECTION V- FINANCIAL QUOTATION (FQ)

(i) FINANCIAL PROPOSAL SUBMISSION FORMS

\_\_\_\_\_ [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. Our attached Financial Proposal is for the sum  
of ( \_\_\_\_\_ ) *[Amount in  
words and figures]* inclusive of the taxes.

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

We remain,

Yours sincerely,

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

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

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

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

**(ii) SUMMARY OF COSTS**

Costs	Currency(ies)	Amount(s)
Subtotal		
Add 10% Contingency		
Taxes		
Total Amount of Financial Proposal		_____

**(iii) BREAKDOWN OF PRICE PER ACTIVITY**

Activity NO.: _____	Description: _____
Price Component	Amount(s)
Remuneration	
Reimbursable Expenses	
Miscellaneous Expenses	
Subtotal	_____

**(iv) BREAKDOWN OF REMUNERATION PER ACTIVITY**

Activity No-----	Activity Name-----		
	Names	Input(Staff Months, days, remuneration or hours rate as appropriate)	Amount
Key Staff (Insert proposed position)			
1.			
2.			
3.			
4.			
<b>Grand Total</b>			



**(v) REIMBURSABLES PER ACTIVITY**

Activity No: \_\_\_\_\_

Activity Name: \_\_\_\_\_

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

**(vi) MISCELLANEOUS EXPENSES**

Activity No. \_\_\_\_\_

Activity Name: \_\_\_\_\_

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

SECTION VI ~ STANDARD FORMS

**SECTION VI - STANDARD CONTRACT FORM**

**CONSULANCY**

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

B. Reports

The reports listed in Appendix C, "Consultant's  
Reporting Obligations," shall be submitted in the  
Course of the assignment and will constitute the  
basis for the payments to be made under paragraph  
3.

5 **Performance Standards**

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

6. **Confidentiality** The Consultant shall not, during the term of this Contract and within two years after its expiration Disclose any proprietary or confidential Information relating to the Services, this Contract Or the Client’s business or operations without the Prior written consent of the Client.
  
7. **Ownership of Material** Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
  
8. **Consultant Not to be Engaged in certain Activities** The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
  
9. **Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
  
10. **Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client’s prior written consent.
  
11. **Law Governing Contract and Language** Kenya 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 \_\_\_\_\_

**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**