



**REQUEST FOR PROPOSAL (RFP) FOR PROVISION OF HEAD  
HUNTING CONSULTANCY SERVICES  
TENDER NO. ST/HRA/HCS/06/19**

**APRIL 2019**

**ALL TENDERERS ARE ADVISED TO READ CAREFULLY THIS TENDER DOCUMENT IN  
ITS ENTIRETY BEFORE MAKING ANY BID**

STIMA DT SACCO SOCIETY LTD  
STIMA SACCO PLAZA  
MUSHEMBI ROAD, PARKLANDS  
P.O. BOX 75629-00200,  
NAIROBI,  
KENYA.

E-Mail: **1.procurement@stima-sacco-com**

2. [jmwithui@stima-sacco.com](mailto:jmwithui@stima-sacco.com)

Website: [www.Stima-sacco.com](http://www.Stima-sacco.com)

## TABLE OF CONTENTS

SECTION I.	Letter of Invitation
SECTION II	Information to consultants Appendix to information to Consultants
SECTION III	Technical Proposal
SECTION IV	Financial Proposal
SECTION V	Terms of Reference
SECTION VI	Standard Forms of Contract

### ANNEXES:

Annex A. Confidential Business Questionnaire

Annex B. Declaration Form

Annex C. Tender Security Format

Annex D. Performance bond Format

Annex E. Sample letter of offer

Annex F. PPRAB Administrative Review Form

## SECTION I

### LETTER OF INVITATION

Dear Sir,

Stima Sacco invites sealed **Request for Proposal (RFP) for Provision of Head Hunting Consultancy Services.**

A firm will be selected under **Quality and Cost Based Selection** and the procedures described in this RFP.

The consultant will attach a declaration in the proposal, that they are not debarred from participating in procurement proceedings and that they will not engage in any corrupt practice as per the **attached declaration form.**

Bidders must prepare separate proposals for Technical and Financial proposals in separate envelopes and put inside an outer envelope clearly marked **“ST/HRA/HCS/06/19 REQUEST FOR PROPOSAL (RFP) FOR PROVISION OF HEAD HUNTING CONSULTANCY SERVICES FOR STIMA DT SACCO SOCIETY.**

The **original** and **copy** of the tender must be addressed to:

**Chief Executive Officer  
Stima DT Sacco Society ltd  
Stima Sacco Plaza  
Mushembi Road, Parklands  
P.O. Box 75629, 00200  
Nairobi, Kenya**

Tenders must be deposited in the tender box located on the ground floor of **Stima Sacco Plaza, Nairobi** on or before **9<sup>th</sup> May, 2019 at 10.00 am.**

Technical proposal will be opened **9<sup>th</sup> May, 2019 at 10.00 am** in the presence of the candidates' representatives who choose to attend at in the presence of the candidates' representatives who choose to attend at the Boardroom, 2<sup>nd</sup> floor, Stima Sacco Plaza.

**CHIEF EXECUTIVE OFFICER  
STIMA DT SACCO SOCIETY LTD.**

## SECTION II INFORMATION TO CONSULTANTS (ITC)

### Table of Contents

	<b>Page</b>	
2.1	Introduction	
2.2	Clarification and amendment of RFP document	
2.3	Preparation of Technical Proposal	
2.4	Financial proposal	
2.5	Submission, Receipt and opening of proposals	
2.6	Proposal evaluation general	
2.7	Evaluation of Technical proposal	
2.8	Public opening and Evaluation of financial proposal	
2.9	Negotiations	
2.10	Award of Contract	
2.11	Confidentiality	
2.12	Corrupt or fraudulent practices	

## **2.1 Introduction**

- 2.1.1 The Client named the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the Stima DT Sacco society in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where Stima DT Sacco society intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to liaise with Stima DT Sacco society 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 Stima DT Sacco society 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 Stima DT Sacco society are not reimbursable as a direct cost of the assignment; and (ii) Stima DT Sacco society is not bound to accept any of the proposals submitted.
- 2.1.6 Stima DT Sacco’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall not exceed Kshs. 5,000/=
- 2.1.8 Stima DT Sacco society shall allow the tenderer to review the tender document free of charge before purchase.

## **2.2 Clarification and Amendment of RFP Documents**

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to Stima DT Sacco’s address indicated in the Appendix

“ITC”. Stima DT Sacco society 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, Stima DT Sacco society 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. Stima DT Sacco society 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) 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.
- (ii) It is desirable that the majorities of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iii) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (iv) 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 Stima DT Sacco society.
- (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 five (5) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

2.3.5 The Technical Proposal shall not include any financial information.

## **2.4 Preparation of Financial Proposal**

- 2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section iv). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.
- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "A" specifies otherwise.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings or any other easily convertible currency recognized by the Central Bank of Kenya.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal Submission Form.
- 2.4.5 The Proposal must remain valid for 90 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. Stima DT Sacco society will make his best effort to complete

negotiations within this period. If Stima DT Sacco society wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

## **2.5 Submission, Receipt, and Opening of Proposals**

- 2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see paragraph 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
- 2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked “**ORIGINAL**” or “**COPY**” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL,**” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**”
- 2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITC”. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

## **2.6 Proposal Evaluation General**

- 2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact Stima DT Sacco society 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 Stima DT Sacco society in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant’s proposal.
- 2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

## 2.7 Evaluation of Technical Proposal

2.7.1 The evaluation committee appointed by Stima DT Sacco society shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows:

	<b>Points</b>
(i) Specific experience of the consultant related to the assignment 10)	(5-
(ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference	(20-40)
(iii) Qualifications and competence of the key staff for the assignment 40)	(30-
(iv) Suitability to the transfer of Technology Programme (Training)	<u>(0-10)</u>
<b>Total Points (100)</b>	

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 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation, Stima DT Sacco society shall notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

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

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

2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own

51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.

2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formula is indicated in the Appendix “ITC”, be as follows: -

$Sf = 100 \times \frac{FM}{F}$  where Sf is the financial score; FM is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal;  $T + p = 1$ ) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows: -  $S = St \times T \% + Sf \times P \%$ .

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

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

2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

2.8.8 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price

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

## **2.9 Negotiations**

2.9.1 Negotiations will be held at the same address as “address to send information to Stima DT Sacco society” 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. Stima DT Sacco society 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, Stima DT Sacco society expects to negotiate a contract on the basis of the experts

named in the proposal. Before contract negotiations, Stima DT Sacco society will require assurances that the experts will be actually available. Stima DT Sacco society 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 Stima DT Sacco society and the selected firm will initial the agreed Contract. If negotiations fail, Stima Sacco will invite the firm whose proposal received the second highest score to negotiate a contract.

2.9.6 Stima DT Sacco society 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, Stima DT Sacco Society 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 30 days from the date of notification of contract award unless there is an administrative review request.

2.10.4 Stima DT Sacco society may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.10.5 Stima DT Sacco society shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

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

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

## **2.11 Confidentiality**

2.11.1 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 Stima DT Sacco society 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 Stima Sacco 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.

## **2.13 Tender security**

- 2.13.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.13.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.13.3 The tender security is required to protect Stima DT Sacco society against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.13.8
- 2.13.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of a **bank guarantee**.
- 2.13.5 Any tender not secured in accordance with paragraph 2.13.1 and 2.13.3 will be rejected by Stima DT Sacco society as non-responsive, pursuant to paragraph 2.13.3
- 2.13.6 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by Stima DT Sacco society.
- 2.13.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.13.8 The tender security may be forfeited:
  - (a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
  - (b) In the case of a successful tenderer, *if* the tenderer fails:
    - (i) to sign the contract
    - or**
    - (ii) to furnish performance security in accordance with paragraph 2.14.
  - (c) If the tenderer rejects, correction of an error in the tender.

## 2.14 Performance security

- 2.14.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Stima DT Sacco society the performance security where applicable in the amount specified in Special Conditions of Contract.
- 2.14.2 The proceeds of the performance security shall be payable to Stima DT Sacco society as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 2.14.3 Performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to Stima DT Sacco society and shall be in the form of a **bank guarantee**.
- 2.14.4 Performance security will be discharged by Stima DT Sacco society and returned to the candidate not later than twenty-eight (28) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

## **Appendix to Information to Consultants**

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

### **Clause Reference**

2.1 The name of the Client is: **Stima DT Sacco Society Limited**

2.1.1 The method of selection is: **Quality and cost based selection**

2.1.2 Technical and Financial Proposals are requested: **Yes**

The name, objectives, and description of the assignment are: **REQUEST FOR PROPOSAL FOR PROVISION OF HEAD HUNTING CONSULTANCY SERVICES.**

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

- 1) **procurement@stima-sacco.com**
- 2) **jmwithui@stima-sacco.com**

2.1.3 The client will provide the following inputs: **Technical information required by the consultants to facilitate delivery of the assignment on head hunting consultancy services.**

2.1.4 (i) The estimated number of professional staff months required for the assignment is; **six months or completion of the assignment whichever is later from the date of commencement.**

(ii) The minimum required experience of proposed professional staff is: **As per the attached terms of reference**

2.1.5 Training is a specific component of this assignment: **No**

(v) Additional information in the Technical Proposal includes:

- a. *The tenderer shall submit a technical proposal that must give the names and CVs of one (1) lead consultant and three (3) other associate consultants from diverse backgrounds and as specified in the Terms of Reference.*
- b. *The proposals shall be evaluated as per the criteria and stages specified under this Appendix to Information to Consultants and as per the attached Terms of Reference (ToRs).  
The society will invite the successful firm for a negotiation meeting to discuss the terms and conditions of the contract*

2.5.2 Proposals shall remain valid for **120 days** from the date of tender closing

**2.1.7 Taxes: The proposal by the firm should be inclusive of all taxes and duties for the provision of the whole assignment.**

2.5.2 Consultants must submit an **original** and **one additional** copy of each proposal.

2.5.3 The proposal submission address is:

**Chief Executive Officer  
Stima DT Sacco Society ltd  
Stima Sacco plaza  
Mushembi Road, Parklands  
P.O. Box 75629, 00200  
NAIROBI- KENYA**

Information on the outer envelope should also include:

**Confidential**

**Head hunting Consultancy services.**

2.5.4 Proposals must be submitted no later than the following date and time: **Thursday 9<sup>th</sup> May, 2019 at 10.00 am.**

2. The address to send information to the Client is:

- 1) **procurement@stima-sacco-com**
- 2) **jmwithui@stima-sacco.com**

1.6.3 The minimum technical score required to pass: **70 points**

2.7.1 Alternative formulae for determining the financial scores:

The weights given to the Technical and Financial Proposals are:

**T= \_\_\_\_\_ (0.80 to 0.90)**

**P= \_\_\_\_\_ (0.10 to 0.20)**

2.9.2 The assignment is expected to commence on: **After signing the contract document between the successful firm and Stima DT Sacco Society or may be agreed during negotiations.**

## EVALUATION CRITERIA

### A. PRELIMINARY EVALUATION - MANDATORY REQUIREMENTS.

Bidders must meet the qualification criteria and submit the mandatory requirements stipulated below to qualify to be considered for further Evaluation. Failure to submit all the documents required shall lead to rejection of the proposal

NO	CRITERIA	REMARK YES/NO
1.	Pagination/serialization of ALL pages of the submitted proposal document; i.e. paginate/serialize every page in the whole document in a sequential manner, from the beginning of the document to the end. This includes ALL the attachments submitted by the bidder and ALL the pages already paginated by Stima DT Sacco society.	
2.	Submission of tender security of kshs 50,000 in form of a bank guarantee.	
3.	Submission of an original and 2 copies of technical proposal form dully filled, signed and stamped	
4.	Submission of a sealed financial proposal envelope, clearly labelled.	
5.	Certified CR. 12 (Confirmation of directors)- <b>This should be the one issued within six months from the date of this tender.</b> (OR EQUIVALENT for partnership)	
6.	Certificate of incorporation or registration	
7.	Valid Tax compliance certificate. (Expired tax compliance certificates will not be accepted)	
8.	Submission of Dully filled, signed and stamped self-declaration form as provided.	
9.	Submission of Dully filled, signed and stamped Confidential business questionnaire As provided	
10	Certified copies of two years audited accounts (2017 or 2018).	

**B. TECHNICAL EVALUATION CRITERIA.**

	<b>CRITERIA</b>	<b>MAXIMUM POINTS</b>	<b>POINTS AWARDED</b>
1.	Company profile must be submitted, stipulating the number of years the company has been rendering headhunting services- <b>minimum 3 years</b> 10 years and above <b>-20 points</b> Between 5 and 10 years <b>-10 points</b> Between 3 and 5 years <b>-5 points</b> Below 3 years - 0	<b>20</b>	
2.	The bidder or consultants must have demonstrable experience in providing headhunting services in the area of specialization that they are bidding for. Provide at least <b>4 references</b> indicated the position including contact address, email and telephone number of the client firm, position placed and performance rating for the service rendered. <b>5 points for each reference as indicated above.</b>	<b>20</b>	
3.	Provide in detail the proposed approach, methodology and tools and how they will assist Stima DT Sacco in achieving the objectives of this request. <b>10 points</b> -An outline of the project deliverables, indicating key milestones and turnaround times; <b>10 points</b> - Demonstrate the value-add to the Stima DT Sacco in terms of the following: Process efficiencies; Reduced turnaround times <b>10 points</b>	<b>30</b>	
4.	Qualifications and competence of the key staff for the assignment – provide resumes Project lead - <b>10 points</b> 2 others- <b>10 points each</b>	<b>30</b>	
<b>TOTAL</b>		<b>100</b>	

## **SECTION III**

### **TECHNICAL PROPOSAL**

#### **Table of Contents**

1. Technical proposal submission form
2. Firms references
3. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity
4. Description of the methodology and work plan for performing the assignment
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)

# 1. TECHNICAL PROPOSAL SUBMISSION FORM

[\_\_\_\_\_ Date]

To: *Stima DT Sacco Society*  
*P. O BOX 75629- 00200*  
*NAIROBI*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for [***head hunting consultancy 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].

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 STIMA DT SACCO SOCIETY.**

---

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

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.

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

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

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

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

**7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

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

Months (in the Form of a Bar Chart)

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

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

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

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

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

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

## 8. ACTIVITY (WORK) SCHEDULE

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

*[1<sup>st</sup>, 2<sup>nd</sup>, etc., are months from the start of assignment)*

	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>	10 <sup>th</sup>	11 <sup>th</sup>	12 <sup>th</sup>	
Activity (Work)													
_____													
_____													
_____													
_____													

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

Reports	Date
1. Inception Report	
4. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

## **SECTION IV**

### **FINANCIAL PROPOSAL**

#### **Notes on preparation of Financial Proposal**

- 4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken to be clearly understood by the procuring entity.
- 4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part.
- 4.4 Only the following documents should be included in the financial proposal document in the prescribed/provided format: -
  - a) Financial proposal submission Form
  - b) Summary of costs
  - c) Breakdown of price/per activity
  - d) Breakdown of remuneration per activity
  - e) Reimbursable per activity
  - f) Miscellaneous expenses
  - g) Proof of local incorporation and citizenship.
  - h) Any other supporting document that enhances the firm financial proposal.

## **SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS**

### **Table of Contents**

	<b>Page</b>
1. Financial proposal submission Form	30
2. Summary of costs	31
3. Breakdown of price/per activity	32
4. Breakdown of remuneration per activity	33
5. Reimbursable per activity	34
6. Miscellaneous expenses	35

**1. FINANCIAL PROPOSAL SUBMISSION FORM**

\_\_\_\_\_ [ Date]

To: Stima DT Sacco society  
P. O BOX 75629-00200  
Nairobi

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (***Head Hunting Consultancy Services***)  
] in accordance with your Request for Proposal dated (\_\_\_\_\_) [Date] and our  
Proposal. Our attached Financial Proposal is for the sum of  
(\_\_\_\_\_) [Amount in words and  
*figures*] inclusive of the taxes.

We remain,

Yours sincerely,

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

:

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

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

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

## 2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
<b>Total Amount of Financial Proposal</b>		

### 3. BREAKDOWN OF PRICE PER ACTIVITY

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

#### 4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____		
Names	Position	Input (Staff months, days or hours as appropriate.)	Remuneration Rate	Amount
(i) Regular staff				
(ii) Consultants				
<b>Grand Total</b>				

### 5. REIMBURSABLES PER ACTIVITY

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

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

**6. MISCELLANEOUS EXPENSES**

Activity No. \_\_\_\_\_ Activity Name: \_\_\_\_\_

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

## **SECTION V:**

### **TERMS OF REFERENCE**

#### **1) BACKGROUND**

Stima DT Sacco limited is a licensed deposit taking SACCO business registered under the provisions of the Co-operative Societies Act Cap 490 of the Laws of Kenya. The Sacco was established in 1974 with the sole objective of uplifting the members' social economic wellbeing. Stima DT Sacco has a vision to redefine financial wellness and a mission of empowering members for life. The head office is located at Stima Sacco Plaza, Ngara, Nairobi. To date the Sacco has nine branches in Nairobi(Parklands), Mombasa, Kisumu, Nakuru, Olkaria, Eldoret, Nairobi CBD, Embu and Kawi Centre (South C). The Society's total assets is worth over 30 Billion and a Membership base of 117,000. The membership is projected to grow to over 250,000 within the next 5 years. In order to achieve the planned growth, the Sacco is looking for qualified and competent professionals to fill the following vacancies:

#### **2) OBJECTIVES OF THE ASSIGNMENT**

- (a) The objective of this assignment is to select a suitable person for Microsoft Dynamics NAV Developer
- (b) The persons selected will be expected to be competent, skilled experienced and to be the best, in a demonstrable manner, among the applicants, in their respective fields of profession.
- (c) Also, the assignment is expected to identify persons with vision, charisma and smart power coupled with contextual intelligent. The persons are also expected to meet the threshold of leadership, integrity, national values and principle of governance as set out in the constitution and other governing statutes.

#### **3)SCOPE OF WORK**

- (a) The Society is seeking the services of a Consultant to lead the process of identifying suitable person to fill the position of Microsoft Dynamics NAV Developer
- (b) In undertaking this process, the Consultant should take cognizant of the need for effective competition regulation and consumer protection, as outlined in various Government documents, and; therefore, ensure the persons identified will steer the Authority to achieve its mandate effectively and efficiently. The Consultant shall collect and use of available information and also apply sound technical practices and methods in carrying out the assignment.
- (c) To achieve this task, the Consultant will be required to adhere to Terms of Reference stated below and where necessary expand the scope. Specifically, the consultant is expected to undertake the following: -
  1. Consult widely with the society's human resource management and ICT manager.
  2. To review key documents pertaining to the process including the Act, the society's Strategic Plan, Performance Contract, and also the respective job descriptions and specifications.
  3. Prepare the jobs advertisement, in consultation with human resource management / ICT manager, inviting applicants to submit their applications for the positions to the Consultant. Complement the advertisements with database search and other methodologies e.g. head hunting (if need be).
  4. Forward the advertisement to the society for placement in two (2) Dailies of wide circulation.

5. Receive, analyze, serialize and submit to the Society the initial long list of all applicants for consideration and sign off.
6. Screen and shortlist applicants based on the agreed selection criteria as stated in the vacancy announcement.
7. Review the list of candidates short-listed with the Society and gain approval for commencement of the interview process.
8. Adopt appropriate interview methodology(ies) and prepare interviewing tools and materials (including evaluation criteria, structured questions and points for examination, tests/assessment centers) focused on the position under consideration.
9. Conduct competency based interviews for the agreed shortlisted candidates based on the agreed criteria as stated in the vacancy announcement.
10. Conduct psychometric tests and other relevant assessments on the best five candidates.
11. Prepare and present to the Society a report on the initial interviews and psychometric tests. This should give a complete listing of all candidate tested with their scores per test including a complete listing of all candidates not deemed suitable for testing with the reasons stated for their lack of suitability.
12. Offer advisory support services to the Society Interview Panel which will include but not limited to: all the necessary requisite arrangements and plans for the interview; contacting candidates, preparation of interview schedules, interview questions and score sheets, preparation of folders to be used by the interview panel members, taking minutes during the interviews, including recording marks awarded; and preparation and submission of the comprehensive final report to the society.
13. Conduct independent reference and background checks for the candidates selected by the Society for appointment.
14. Communicate by letter or email to unsuccessful candidates after completion of the recruitment; and, Provide such other services as incidental to the recruitment and selection process.

#### **D) DELIVERABLES**

The prime deliverable is identification and forwarding of five (5) persons to the society through the human resource manager, to fill positions declared to the Consultant.

The other expected outputs include: -

- a) Reports, indicating attendance of the meetings conducted through the selection process;
- b) Draft and final job advertisement for placing in the three (2) Dailies and;
- c) The final Report forwarding the list of all applicants and the five (5) persons, as articulated above.

#### **E) MANAGEMENT AND COORDINATION OF THE ASSIGNMENT**

The society will provide technical guidance to the Consultant. The Consultant will be required to conduct the assignment by working directly with the designated representative (s) from the society. The Consultant shall also be expected to brief the Human resource manager or any other designated person on the progress being made on regular basis.

**F) PROCESS AUDIT**

The Consultants will commit themselves to allowing the society an opportunity to audit and assess the process if the society desires to do so.

**G) TERMS AND CONDITIONS OF PAYMENT**

The payment shall be one hundred percent (100) upon submission and acceptance of the report for the vacancy.

**SECTION VI:  
STANDARD FORMS OF CONTRACT**

**SAMPLE STANDARD CONTRACT (PROPOSED)**

**REPUBLIC OF KENYA**

**STIMA DT SACCO SOCIETY LTD**

**CONTRACT**

**BETWEEN**

**STIMA DT SACCO SOCIETY LTD**

**AND**

**(NAME OF THE SUCCESSFUL CONSULTANCY FIRM)**

**FOR HEAD HUNTING CONSULTANCY SERVICES**

**DATED**

## CONTENTS

Special notes.....	iii
Contract for Consultant’s Services.....	iv
I Form of Contract.....	v-vi
II General Conditions of Contract.....	vii
1. General Provisions.....	vii-viii
1.1 Definitions.....	viii
1.2 Law Governing the Contract.....	viii
1.3 Language.....	viii
1.4 Notices.....	viii
1.5 Location.....	viii
1.6 Authorized Representatives.....	viii
1.7 Taxes and Duties.....	ix
2. Commencement, Completion, Modification and Termination of Contract.....	ix
2.1 Effectiveness of Contract.....	ix
2.2 Commencement of Services.....	ix
2.3 Expiration of Contract.....	ix
2.4 Modification.....	ix
2.5 Force Majeure.....	ix
2.5.1 Definition.....	x
2.5.2 No Breach of Contract.....	ix
2.5.3 Extension of Time.....	x
2.5.4 Payments.....	x
2.6 Termination.....	x
2.6.1 By the Client.....	x
2.6.2 By the Consultant.....	xi
2.6.3 Payment upon Termination.....	xi
3. Obligations of the Consultant.....	xii
3.1 General.....	xii
3.2 Conflict of Interests.....	xiii
3.2.1 Consultant Not to Benefit from Commissions, Discounts, etc.....	xii-xiii
3.2.2 Consultant and Affiliates Not to Be Otherwise Interested in Project.....	xiii
3.2.3 Prohibition of Conflicting Activities.....	xiii

3.3	Confidentiality.....	xiii
3.4	Insurance to be Taken Out by the Consultant.....	xiv
3.5	Consultant’s Actions Requiring Client’s Prior Approval.....	xv
3.6	Reporting Obligations.....	xv
3.7	Documents Prepared by the Consultant to Be the Property of the Client.....	xv
4	Consultant’s Personnel.....	xv
4.1	Description of Personnel.....	xv
4.2	Removal and/or Replacement of Personnel.....	xv
5	Obligations of the Client.....	xvi
5.1	Assistance and Exemptions.....	xvi
5.2	Change in the Applicable Law.....	xvi
5.3	Services and Facilities.....	xvi
6	Payments to the Consultant.....	xvi
6.1	Lump-Sum Remuneration.....	xvi
6.2	Contract Price.....	xvii
6.3	Payment for Additional Services.....	xvii
6.4	Terms and Conditions of Payment.....	xvii
6.5	Interest on Delayed Payments.....	xvii
7	Settlement of Disputes.....	xvii
7.1	Amicable Settlement.....	xvii
7.2	Dispute Settlement.....	xviii
III	Special Conditions of Contract.....	xix
IV	Appendices.....	xxi
	Appendix A – Description of the Services.....	xxi
	Appendix B – Reporting Requirements.....	xxi
	Appendix C – Key Personnel and Sub consultants.....	xxi
	Appendix D – Breakdown of Contract Price in Foreign Currency.....	xxi
	Appendix E – Breakdown of Contract Price in Local Currency.....	xxi
	Appendix F – Services and Facilities Provided by the Client.....	xxii

## I. FORM OF CONTRACT

### 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 subparagraph (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 he coordination of activities under the Contract, for receiving and approving invoices(ii) for payment and for acceptance of the deliverables by the Client.

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 standard 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**

Any dispute arising out of this Contract which cannot be amicably settled

**Resolution**

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

Full name; \_\_\_\_\_

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

Signature; \_\_\_\_\_

Date; \_\_\_\_\_

FOR THE CONSULTANT

Full name \_\_\_\_\_

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 here below;
- (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 Sub consultant 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** This Contract, its meaning and interpretation and the **Contract** 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 Duties** The Consultant, Sub consultant[s] and their personnel 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 date the Contract becomes effective or at such other date as may be the in specified 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 Contract**

The failure of a Party to fulfill any of its obligations under of 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 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 anything 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**

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following 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 Conflict of Interests**

**3.2.1 Consultant (i) Not to Benefit from Commissions, Discounts,**

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 pursuant to this Contract or to the Services or in the discharge of his obligations under

**Etc. activities** 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 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 Sub consultant and any of his affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any resulting from or closely related to the Services.

**3.2.3 Prohibition of Conflicting Activities** Neither the Consultant nor his sub consultant[s], 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 sub consultant[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 sub consultant[s] to take out

## **Consultant**

and maintain, at his (or the sub consultants', 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 Sub consultants").

### **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 Consult- ant to Be the Property of the Client**

All plans, drawings, specifications, designs, reports and other document other documents and software submitted by the Consult-ant 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 with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes 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 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 otherwise reimbursable payable to the Consultant under this Contract 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 Contract Price and shall be a fixed lump-sum including all staff costs, Sub consultants' 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      Amendments of and Supplements to Clauses in the Clause  
General Conditions of Contract**

---

1.1(i) The Member in Charge is \_\_\_\_\_ *[name of Member]*

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 The following is the proposed payment schedule:

Payments for each financial year of audit will be as follows:

- a) Upon submission of the draft proposed audit report and management letter covering the financial year, 60% of the contract value shall be paid.
- b) Upon submission of the final audit report and management letter acceptable to the client, 40% of the contract value shall be paid.

**Note:** The parties may adopt the above payment schedule or agree on a more acceptable payment schedule during the negotiation meeting based on the agreed final work plan/ project implementation schedule.

## **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.*

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

### **APPENDIX F – SERVICES AND FACILITIES PROVIDED BY THE CLIENT**

# ANNEX A: MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

**(Must be filled by all applicants or tenderers' who choose to participate in this tender)**

Name of Applicant (S)  
 .....

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2(i) must be filled.

You are advised that giving wrong or false information on this Form will lead to automatic disqualification / termination of your business proposal at your cost.

**Part 1 – General**

Business Name:.....  
 Certificate of Incorporation / Registration No. ....  
 Location of business premises: Country .....  
 Physical address .....Town .....  
 Building..... Floor..... Plot  
 No. ....Street / Road .....  
 Postal Address .....Postal / Country Code.....  
 Telephone No's ..... Fax No's. ....  
 E-mail address .....  
 Website .....  
 Contact Person (*Full Names*) ..... Direct / Mobile No's. ....  
 Title ..... Power of Attorney (**Yes / No**) If **Yes**, attach written document.  
 Nature of Business (*Indicate whether manufacturer, distributor, etc*) .....

**(Applicable to Local suppliers only)**

Local Authority Trading License No. .... Expiry Date .....  
 Value Added Tax No.....  
 Value of the largest single assignment you have undertaken to date (**US\$/KShs**) .....  
 Was this successfully undertaken? **Yes / No**. ....(If **Yes**, attach reference)  
 Name (s) of your banker (s) .....  
 Branches ..... Tel No's. ....

**Part 2 (a) – Sole Proprietor**

Full names .....  
 Nationality ..... Country of Origin .....  
 Citizenship details .....  
 Company Profile ..... (Attach brochures or annual reports in case of public companies)

**Part 2 (b) – Partnerships**

Give details of partners as follows:

<b>Full Names</b>	<b>Nationality</b>	<b>Citizenship Details</b>	<b>Shares</b>
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3.....	.....	.....	.....
Company Profile .....(Attach brochures)			

**Part 2 (c) – Registered Company**

Private or public .....

Company Profile .....(Attach brochures or annual reports in case of public companies)

State the nominal and issued capital of the Company

Nominal KShs .....

Issued KShs .....

List of top ten (10) shareholders and distribution of shareholding in the company.

Give details of all directors as follows:-

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1.....	.....	.....	.....
2.....	.....	.....	.....
3.....	.....	.....	.....

**Part 2 (d) – Debarment**

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt acts with regard to this or any other tender by Stima DT Sacco Society and any other public or private institutions.

Full Names .....

Signature .....

Dated this .....day of .....2019.

In the capacity of .....

Duly authorized to sign Tender for and on behalf of .....

**Part 2 (e) – Criminal Offence**

I/We, (Name (s) of Director (s):-

a) .....

b) .....

c) .....

have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed .....

For and on behalf of M/s .....

In the capacity of ..... Dated

this .....day of .....2019.

Suppliers' / Company's Official Rubber Stamp .....

**Part 2 (f) – Conflict of Interest**

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

a) .....

b) .....

c) .....

d) .....

For and on behalf of M/s .....

In the capacity of ..... Dated

this .....day of .....2019 Suppliers' /

Company's Official Rubber Stamp .....

**Part 2 (g) – Interest in the Firm:**

Is there any person / persons in Stima DT Sacco Society or any other public institution who has interest in the Firm? Yes / No? ..... (Delete as necessary) Institution

.....

**(Title)**

**(Signature)**

**(Date)**

**Part 2(h) – Experience**

Please **list** here below similar projects accomplished or companies / clients you have supplied with similar items or equipments in the last two (2) years.

<b><u>Company Name</u></b>	<b><u>Country</u></b>	<b><u>Contract/ Order No.</u></b>	<b><u>Value</u></b>
1.....	.....	.....	.....
2. ....	.....	.....	.....
3.....	.....	.....	.....

Contact person (Full Names) ..... E-mail address.....

Cell phone no ..... **(Note:** The person should be at the level of director)

\*Attach proof of citizenship

\* Attach certified copies of the following documents:

- a) Certificate of Incorporation / Registration
- b) Tax Compliance Certificate (for local suppliers)
- c) VAT Certificate (for local suppliers)
- d) Audited Financial Statements / Accounts for the last two (2) years
- e) Valid Local Authority / Trade License (for local suppliers)
- f) The Power of Attorney only for joint ventures

\*The above documents should be submitted if they are applicable to bidder.

**Part 2(i) – Declaration**

I / We, the undersigned state and declare that the above information is correct and that I / We give Kenya Stima DT Sacco Society to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full names .....

Signature.....

For and on behalf of M/s ..... In the capacity of .....

Dated this .....day of .....2019. Suppliers'

/ Company's Official Rubber Stamp .....

## **ANNEX B: DECLARATION FORM**

Date \_\_\_\_\_

**To:**

Stima DT Sacco Society Ltd,

Stima Sacco Plaza,

Mushembi Road, Parklands,

P.O Box 75629 – 00200,

Nairobi,

KENYA.

Ladies and Gentlemen,

The Tenderer i.e. (full name and complete physical and postal address)\_\_\_\_\_

\_\_\_\_\_  
Declare the following: -

- a) That I/ We have not been debarred from participating in public procurement by anybody, institution or person.
- b) That I/ We have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement anywhere.
- c) That I/We or any director of the firm or company is not a person within the meaning of paragraph 2.1.6 of ITC (Information to consultants)
- d) That I/ We are not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- e) That I/ We are not associated with any other tenderer participating in this tender.
- f) That I/we have not been implicated in theft cases at any time by STIMA DT SACCO
- g) That I/ We do hereby confirm that all the information given in this Tender is accurate, factual and true to the best of our knowledge.

Yours sincerely,

\_\_\_\_\_  
Name of Tenderer

\_\_\_\_\_  
Signature of duly authorized person signing the Tender

\_\_\_\_\_  
Name and Capacity of duly authorized person signing the Tender

\_\_\_\_\_  
Stamp or Seal of Tenderer

**ANNEX C: FORMAT OF TENDER SECURITY INSTRUMENT**

Whereas ..... [Name of the tenderer] (hereinafter called “the tenderer”) has submitted its tender dated ..... [Date of submission] of ..... [Date of tender] for ..... the ..... [Name and/or description of the tender] (hereinafter called “the Tender”)

KNOW ALL PEOPLE by these presents that WE ..... [Name of Insurance Company] having our registered office at ..... (hereinafter called “the Guarantor”), are bound unto NATIONAL ASSEMBLY (hereinafter called “the Procuring Entity”) in the sum of KSHS. .... for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this \_\_\_\_day of \_\_\_\_\_ 20 \_\_.

THE CONDITIONS of this obligation are:

- 1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or
- 2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
  - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

We undertake to pay to the Procuring Entity up to the above amount upon receipt of its first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Guarantor not later than the said date.

\_\_\_\_\_  
[Date ]

\_\_\_\_\_  
[Signature of the Guarantor]

\_\_\_\_\_  
[Witness]

\_\_\_\_\_  
[Seal]

## **ANNEX D: PERFORMANCE BANK GUARANTEE [UNCONDITIONAL]**

[The **Bank /successful Tenderer** providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if the Procuring Entity requires this type of security.]

*[insert bank's or insurance company's name, and address of issuing branch or office]*

**Beneficiary:** *[insert name and address of Procuring Entity]*

**Date:** *[insert date]*

**PERFORMANCE GUARANTEE No.:** *[insert Performance Guarantee number]*

We have been informed that *[insert name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[insert reference number of the Contract]* dated with you, for the execution of *[insert name of Contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Contractor, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change, addition or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification.

This guarantee shall expire not later than thirty days from the date of issuance of the Taking-Over Certificate.

*[signature(s) of an authorized representative(s) of the Bank]*

**ANNEX E: LETTER OF NOTIFICATION OF AWARD**

(In client’s letterhead)

Address of Procuring Entity

\_\_\_\_\_

\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**RE: RFP NO. ST/HHS/HR/06/19 REQUEST FOR PROPOSAL (RFP) FOR PROVISION OF HEAD HUNTING CONSULTANCY SERVICES FOR STIMA DT SACCO SOCIETY**

Thank you for participating in the above mentioned consultancy.

Following conclusion of the Evaluation exercise and consideration of all the proposals submitted by firms, we are pleased to inform/notify you that your firm’s proposal to provide (*name of the consultancy services*) at a total consultancy fee of (*amount in words and figures*) only is hereby accepted.

The Contract is under preparation and you will be invited for the signing after fourteen (14) days (in the absence of administrative review being lodged with PPARB) have elapsed from the date of this letter and upon successful negotiation and submission of an acceptable letter of offer and performance bond.

The (*name /designation of the proposed Client’s Liaison Officer*) is hereby appointed the Liaison Person for this assignment for the purpose of facilitating the interactions between the Client’s team and Auditing firm.

Please acknowledge receipt of this letter and acceptance of the offer within seven (7) days from the date of this letter and contact the Liaison Officer on any other matter pertaining to this assignment.

**CHIEF EXECUTIVE OFFICER**

**ANNEX F: FORM RB 1**

**REPUBLIC OF KENYA  
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF.....20.....  
BETWEEN  
.....APPLICANT  
AND  
.....RESPONDENT (*Procuring Entity*)

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

**REQUEST FOR REVIEW**

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

- 1.
2. etc.

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

- 1.
  - 2.
- etc

SIGNED .....(Applicant)

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

---

**FOR OFFICIAL USE ONLY**

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

**SIGNED**

**Board Secretary**