



NATIONAL AIDS CONTROL COUNCIL

REQUEST FOR PROPOSAL
NACC TAX COMPLIANCE CHECK CONSULTANCY

NACC/ RFP No/ 011/ 2016-2017

JANUARY 2017

CLOSING DATE 26.01.2017

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SECTION 1: LETTER OF INVITATION

[Invitation **NACC/ RFP No/ 011/ 2016-2017**

Dear Mr. /Ms.

The **National AIDS Control Council** now invites proposals to provide the following: Consultancy for NACC Tax Compliance Check.

More details on the services are provided in the Terms of Reference (TOR)

This Request for Proposal (RFP) has been addressed to the following short listed Firms :

3. The RFP includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Instructions to Consulting Firm (including Data Sheet)
- Section 3 - Technical Proposal - Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 - Terms of Reference
- Section 6 - Standard Forms of Contract

4. Please inform us within 3days (Three days) upon receipt of this invitation, in writing at the following address or by e mail or fax :

P.O.BOX 61307-00200 NAIROBI KENYA,

E-mail: musicn@nacc.or.ke or nchoge@nacc.or.ke or lanisa@nacc.or.ke

upon receipt:

- (a) that you received the Letter of Invitation; and
- (b) Whether you will submit a proposal alone or in association.

Failure to provide this information may lead to your replacement.

Yours sincerely,

Clauder Musi
For: DIRECTOR
National AIDS Control Council

SECTION II: INFORMATION TO CONSULTING FIRMS

2.1 Introduction

- 2.1.1 The National AIDS Control Council will select the firm among those submitting the proposals or those who respond to the invitation for proposals in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The Firms 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 Consulting Firms. In such a case the highest ranked individual Consulting Firm 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 individual Consulting Firm.
- 2.1.4 The Consulting Firms 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, Consulting Firms are encouraged to liaise with the procuring entity regarding any information that they may require before submitting a proposal.
- 2.1.5 The client will provide the inputs and services specified in the special conditions of contract needed to assist the firm 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 proposals submitted.
- 2.1.7 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.2 Clarification and amendment to the RFP documents

- 2.2.1 The firm may request clarification of any of the RFP documents not later than Three (3) 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 individual Consulting Firms 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 an

intended Consulting Firm amends the RFP. Any amendment shall be issued in writing, fax or email to all invited individual Consulting Firms and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the proposals.

- 2.2.3 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 3 days prior to the deadline for submission of tenders.
- 2.2.4 The procuring entity shall reply to and clarifications sought by the tenderer within 1 day of receiving the request to enable the tenderer to make timely submission of its tender.

2.3 Preparation of proposals

- 2.3.1 The firm's proposal shall be written in English language.
- 2.3.2 In preparing the Technical proposal, the firms are expected to examine the documents consisting the 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, the firm must give particular attention to the following:
 - (a) If a Consulting Firm considers that he/she does not have all the expertise, required for the assignment he/she may suggest in the proposals other individual(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. An individual Consulting Firm will not propose other Consulting Firms invited to submit proposals for the assignment. Any Consulting Firm in contravention of this requirement shall automatically be disqualified.
 - (b) For all the staff who will be involved in the exercise of the proposals to Consulting Firm must indicate their responsibility in the assignment and also the staff time as necessary.
 - (c) The curriculum vitae (CV) of the staff proposed must be submitted with the proposal.
- 2.3.4 The Technical proposal shall provide the following information;
 - (a) The firms 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 firm's involvement.
 - (b) Any comments or suggestions on the Terms of Reference and a list of service and facilities requested to be provided by the procuring entity.
 - (c) A description of the methodology and work plan for performing the proposed assignment.
 - (d) Any additional information requested in the special conditions of contract.
- 2.3.5 The Technical proposal shall be separate from the financial proposal and shall not include any financial information.

2.4 Financial proposal

- 2.4.1 In preparing the financial proposal, the firms are expected to take into account the time required in completing the assignment as outlined in the RFP documents. The financial proposal will therefore be quoted in fees per day or month. The financial proposal may also include other costs as necessary, which will be considered as reimbursable.
- 2.4.2 The Financial proposal should include the payable taxes.
- 2.4.3 The fees shall be expressed in Kenya Shillings.
- 2.4.4 The Financial proposal must remain valid for 90 days after the submission date. During this period, the firm 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 proposals, the Consulting Firms who do not agree, have the right not to extend the validity of their proposals.
- 2.4.5 The financial proposal must comply with the law governing the profession of the Consulting Firm.

2.5 Submission, Receipt and opening of proposals

- 2.5.1 The technical proposal and the financial proposal (if required) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firms. Any such corrections must be initialed by the firm.
- 2.5.2 For each proposal the firms shall prepare the proposals in the number of copies indicated in the special conditions of contract. 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.
- The original and all copies of the Technical proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL", and the original and all copies of the financial proposal in a sealed envelope duly marked "FINANCIAL PROPOSAL". Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring entities address and other information indicated in the appendix to the instructions to Consulting Firms and clearly marked "DO NOT OPEN before **January 26, 2017**".

The Proposal submission address is:

**The Director,
National AIDS Control Council**

P.O.BOX 61307-00200
NAIROBI, KENYA
Located at Landmark Plaza 8th and 9th Floor,
Upper Hill area
Opposite The Nairobi Hospital

Proposals must be submitted no later than the following date and time: **January 26, 2017 at 10. 00 am.**

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

2.5.4 After the deadline for submission of proposals the outer envelope and the technical proposals shall be opened immediately by the opening committee. The financial proposals shall be marked with the firms 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 them.

2.6 Evaluation of the Proposal (General)

2.6.1 From the time the proposals are opened to the time of the contract award, if any individual Consulting Firm wishes to contact the procuring entity on any matter relating to his/her proposal, he/ she should do so in writing at the address indicated in the appendix to the instructions to Consulting Firms. Any effort by an individual Consulting Firm to influence the procuring entity's staff in the evaluation of proposals companion proposals or awards of contract may result in the rejection of the firm proposal.

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

2.7 Evaluation of Technical Proposals

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

CRITERIA

POINTS

CRITERIA
POINTS

(i)	Specific experience of the firm relevant to the assignment	30
(ii)	Adequacy and quality of the proposed methodology, work plan in responding to the Terms of Reference	30
(iii)	Key Experts qualifications and competence for the assignment	40
	(a) General qualification- general education, training	
	(b) Adequacy for the assignment- experience in similar assignments	

NB: Minimum score 70

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

2.7.3 Each responsive proposal will be given a technical score (ST). Any technical 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 proposal will be returned to the firm unopened.

2.8 Opening and Evaluation of Financial Proposals

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

2.8.2 The financial proposals shall be opened by the procuring entity in the presence of the firms who choose to attend the opening. The name of the firm, the technical score and the proposed fees shall be read out aloud and recorded. The envelope containing the Quality Cost Based Selection sum per category will also be opened together with the financial proposals of the proposal meeting the minimum technical score. The evaluation committee shall prepare minutes of the opening of the financial proposals.

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

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

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

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

- 2.8.4 The firms proposals will be ranked according to their combined technical score (st) and financial score (sf) using the weights indicated in the appendix to the instructions to Consulting Firms. Unless otherwise stated in the appendix to the instructions to Consulting Firms the formula for the combined scores shall be as follows;

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

Where

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

St is the technical score

Sf is the financial score

T is the weight given to the technical proposal and

P is the weight given to the financial proposal

Note P + T will be equal to 100%

The firm achieving the highest combined technical and financial score under the Quality and Cost Based Selection method will be invited for negotiations.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address indicated in the appendix to the information to Consulting Firms. The purpose of the negotiations is for the procuring entity and the firm 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 firm 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 firm 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 individual Consulting Firms that they were unsuccessful and return the financial proposals of the firms who did not pass technical evaluation.
- 2.10.2 The selected individual Consulting Firm is expected to commence the assignment on the date indicated in the appendix to the information to Consulting Firms or any other date agreed with the procuring entity.

2.11 Confidentiality

- 2.11.1 Information relating to evaluation of proposals and recommendations of contract award shall not be disclosed to the firms who submitted the proposal or to other persons not officially concerned with the process, until the winning individual Consulting Firm has been notified that he/she has been awarded the contract.

SECTION III



TERMS OF REFERENCE

January 12, 2016



NATIONAL AIDS CONTROL COUNCIL

TERMS OF REFERENCE FOR TAX CONSULTANT

1. Background

The National AIDS Control Council (NACC) was established under Section 3 of the State Corporations Act Cap 446 through the National AIDS Control Council Order, 1999 published vide Legal Notice No. 170 of 1999. NACC is a non-commercial organization whose mission is to: *“Provide policy and a Strategic framework for mobilizing and coordinating resources for the prevention of HIV transmission and provision of care and support to the infected and affected people in Kenya”.*

Since NACC is a National Coordinating Authority, it has some mandates that include-

- Provision of policy and a strategic framework
- Mobilization and coordination of resources
- Prevention of HIV transmission
- Care and support for those infected and affected by HIV and AIDS

Since its inception, NACC has had some notable achievements which include: the coordinating development and implementation of the Kenya National HIV and AIDS Strategic Plans (KNASP I, KNASP II and KNASP III); the development of policies on key areas including orphans and vulnerable children; mainstreaming gender into the Kenya National HIV and AIDS Strategic Plan (KNASP) and engaging with key sectoral ministries to mainstream HIV and AIDS in the context of the Medium Term Expenditure Framework (MTEF) budget process.

To this end, NACC has four main objectives stipulated in the current Kenya National AIDS Strategic Plan (KNASP III) 2009/10-2012/13 that are:

1. Number of new infections reduced by at least 50%
2. AIDS-related mortality reduced by 25%.
3. HIV-related morbidity reduced.
4. Socio-economic impact of HIV reduced at household and community level.

2. Need for a Tax Consultant

NACC intends to engage services of a firm as tax consultant. The basic objective of this consultancy is to help NACC in compliance with the legal requirements/obligations in the most efficient manner and amicable settlements of all Tax matters/disputes.

3. The duties and responsibilities of the tax consultant shall be:

- To conduct Tax health check Audit on the NACC transactions and Account balances.
- To highlight and document all taxes that NACC is subject to or exempted. This shall include but not limited to PAYE, other payroll taxes, withholding taxes, custom duties, excise and value added taxes.
- To provide advisory and consultancy services to NACC, ensuring that the institution pays taxes and duties in the most efficient way and benefit from any tax advantages and exemptions;
- To monitor changing tax laws and explain complicated legislation and its implications to NACC, in simple terms and provide legal advice on taxes issues;
- To carry out detailed computations and reviews to calculate various tax liabilities, submit compliant tax returns by the relevant deadlines in collaboration with all concerned departments;
- To put in place a robust filling system for the various taxes and conduct regular (at least quarterly) tax health checks and advise the management accordingly;
- To prepare tax claims, liaising and negotiating with the tax authority on behalf of NACC
- To advise the management while responding to letters related to taxes issues;
- To prepare a tax manual and tax policy for NACC
- To liaise with internal and external auditors on transactions and issues with tax implications;
- To prepare and review filing of monthly, quarterly and annual returns including PAYE and withholding tax certificates for suppliers and employees to ensure appropriate rates have been used;
- To transfer the knowledge through training of NACC staff dealing with tax matters;
- To deal with relevant Tax Authorities if and when required as the authorized tax agent.

4. Consultant Profile

The consultants proposed by the firm undertaking the assignment must be academically qualified and have a proven experience in tax matters and accustomed with the Kenyan tax laws. The consultant should have:

- At least a Bachelor's/Master's degree in a business related discipline such as Accounting, Finance, Economics or law with relevant experience in taxes in general and specifically in Kenyan tax laws;
- Professional qualifications and training in taxation or accountancy such as CPA (K), ACCA, CISA shall be added advantage
- A good understanding of tax laws and regulations with at least 5 years of experience in tax consulting firms, tax authorities or audit firms.
- Able to handle complicated and complex Tax issues;
- Membership of good standing with professional body (ICPAK); adherence to strong professionalism ethics, discipline and confidentiality;
- Ability to meet the tough and strict deadlines;
- Strong interpersonal and communication skills; excellent written and oral communication skills in English

5. Duration of the Assignment

The duration of this consultancy assignment shall be 12 months renewable.

6. Reporting Requirements

The Tax Consultant will report on quarterly basis, its activity will be included in the progress report and submitted for approval by the client.

7. Consultancy Fee

NACC will pay the consultancy fee on a quarterly/annual basis for the tasks mentioned above after approval of the report by the client.

EVALUATION CRITERIA

General Requirements, Qualification and Experience

Bidders shall be evaluated on the basis of the following **Mandatory requirements** and technical requirements. Bidders who will pass the mandatory requirements will be considered for technical evaluation.

A) Mandatory requirements

NO	Requirement
1	Copy of Certificate of Registration/Incorporation
2	Copy of a Valid KRA Tax compliance Certificate
3	Copies of Certified Audited Accounts for the last three (3) years
4	Duly filled Confidential business questionnaire
5	Attach a copy of professional indemnity

B) Technical Evaluation Criteria

The bidders shall be evaluated on the basis of their responsiveness to the following information using the attached standard forms as per clause

No	Criteria	Points
1	<p>Specific Experience</p> <p>a. The firm should provide at least five (5) reference sites where they have undertaken similar assignments. Bidders must attach copies of contracts for each assignment.</p> <p>b. In each of the assignment, the firm should describe the nature of the assignment, the role of the firm in the planning, implementation and closing of the assignment. The firm should also demonstrate successful completion of the assignments.</p>	30
2	<p>Work Plan and Methodology</p> <p>The firm should provide a logical, well-structured work plan consistent with the timeframes and terms of References of this RFP to demonstrate:</p> <p>a. Understanding of TOR</p> <p>b. Technical Approach and Methodology including proposed concept design</p> <p>c. Work plan</p> <p>d. Organization and Team Composition</p>	<p>10</p> <p>10</p> <p>5</p> <p>5</p>

3	<p>Personnel Bidder should provide evidence of technical Training and Experience bidders' staff:</p> <ul style="list-style-type: none"> a. The bidder should provide CV's of all Key Technical staffs who will be engaged in the assignment in format provided in the tender document b. As Evidence of relevant training, bidders should attach copies of professional certificates of the Key Technical Staffs in relevant areas of Expertise. c. Evidence of proposed consultants' undertaking of similar assignments 	40
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SECTION IV - TECHNICAL PROPOSAL (TP)

Notes on the Preparation of Technical Proposal

The technical proposal shall be prepared and submitted by the Consulting Firms.

It shall contain the following:-

- (a) Submission letter
- (b) Particulars of the Consulting Firm including Curriculum vitae (CV)
- (c) Comments and suggestions of the Consulting Firm on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity.
- (d) Description of the methodology and work plan for performing the assignment
- (e) Any proposed staff to assist in the assignment
- (f) Consultancy services activities time schedule.

(To be prepared by the Consulting Firm as appropriate)

SECTION V- FINANCIAL PROPOSAL (FP)

Notes on the Preparation Financial Proposal

The financial proposal shall be prepared and submitted by the Consulting Firms. It shall contain the following.

- (a) Submission letter indicating total fees
- (b) Summary of costs
- (c) Breakdown of fees per activity
- (d) Breakdown of reimbursable costs/expenses per activity
- (e) Miscellaneous expenses

(to be prepared by the Consulting Firm as appropriate)

	Item Description	Financial Proposal	Remarks
a	Submission letter indicating total fees		
b.	Summary of costs		
c	Breakdown of fees per activity		
d	Breakdown of reimbursable costs/expenses per activity		
e	Miscellaneous expenses		

Item Description	Financial Proposal	Remarks
Submission letter indicating total fees		
Summary of costs		
Breakdown of fees per activity		
Breakdown of reimbursable costs/expenses per activity		
Miscellaneous expenses		

SECTION VI - STANDARD CONTRACT FORM

CONSULTING FIRMS

(Lump-sum payment)

The contract form shall be completed by the procuring entity after the award of the contract and negotiation of the contract. It will be signed by both parties pursuant to the information to Consulting Firms clause 2.10.2

SECTION VI - STANDARD CONTRACT FORM

1. STANDARD CONTRACT FORM

CONSULTING FIRMS

(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 Consulting Firm’s name] of [or whose registered office is situated at] _____ [insert Consulting Firms address] (hereinafter called “the Consulting Firm”) of the other part.

WHEREAS the Client wishes to have the Consulting Firm perform the services [hereinafter referred to as “the Services”, and

WHEREAS the Consulting Firm is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:-

1. **Services** (i) The Consulting Firm shall Appendix A, “Terms of Reference and Scope of Service, “which is made an integral part Of this Contract.

(ii) The Consulting Firm shall provide the personnel listed Appendix B, “Consulting Firm’s Personnel,” to perform the Services.

(iii) The Consulting Firm shall submit to the Client the reports in the form and within the time periods specified in Appendix C, “Consulting Firm’s Reporting Obligations.”

(Appendices A, B, and C to be prepared as appropriate)

2. **Term** The Consulting Firm 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 Consulting Firm an amount. This amount has been established based on the

understanding that it includes all the Consulting Firm's costs and profits as well as any tax obligation that may be imposed on the Consulting Firm.

B. Schedule of Payments

The schedule of payments is specified below

10% upon the Client's receipt of the Inception report, acceptable to the Client;

40% upon the Client's receipt of the Draft report, acceptable to the Client; and

50% upon the Client's receipt of the Final report, acceptable to the Client.

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty (30) days following submission by the Consulting Firm 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 Consulting Firm 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 A. Coordinator Administration**

The Client designates the Head, Finance [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, "Consulting Firm'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 Consulting Firm undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consulting Firm shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. **Confidentiality.** The Consulting Firm 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** Any studies, reports or other material, graphic,

Material software or otherwise prepared by the Consulting Firm for the Client under the Contract shall belong to and remain the property of the Client. The Consulting Firm may retain a copy of such documents and software.

8. **Consulting Firm Not to be Engaged in certain Activities** The Consulting Firm agrees that during the term of this Contract and after its termination the Consulting Firm and any entity affiliated with the Consulting Firm 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 Consulting Firm will be responsible for taking out any appropriate insurance coverage.

10. **Assignment** The Consulting Firm shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

11. **Law Governing Contract and Language** The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English language

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

For the Client

For the Consulting Firm

Full name _____

Full name _____

Title _____

Title _____

Signature _____

Signature _____

Date _____

Date _____

SELF DECLARATION FORMS (r 62)
REPUBLIC OF KENYA
PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

FORM SD1

SELF-DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

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

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of
.....
..... (insert name of the Company) who is a Bidder in respect of **Tender No.**
..... for(insert tender title/description) for(insert name of the
Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

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

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

Bidder Official Stamp

SELF DECLARATION FORMS (r 62)

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

SELF-DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of
..... (insert name of the Company) who is a Bidder in respect of **Tender No.**
..... for(insert tender title/description) for(insert name of the
Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or
fraudulent practice and has not been requested to pay any inducement to any member of the Board,
Management, Staff and/or employees and/or agents of(insert name of the Procuring entity)
which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to
any member of the Board, Management, Staff and/or employees and/or agents of(name of the
procuring entity)

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

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

.....
(Title) (Signature) (Date)
Bidder's Official Stamp

BANK DETAILS FORM- MANDATORY

Provide the following bank details for electronic transfer purposes

Name of the Bidder:.....

Bank Name :.....

Bank branch name ;.....

Bank code :.....

Bank account :.....

PIN Number :.....

VAT Number :.....

Bank signatory(s) :.....

.....

Signed/ 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*) ofdated the...day of20.....in the matter of Tender No.....of20...

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 of20.....

SIGNED

Board Secretary