



REQUEST FOR PROPOSAL

TENDER NO: NCIC/RFP/563/2020

**PROVISION FOR CONSULTANCY SERVICES FOR
THE DEVELOPMENT OF STRATEGIC PLAN FOR THE
NATIONAL COHESION & INTEGRATION, 2020- 2025**

**KMA CENTER, 6TH FLOOR MARA ROAD UPPER
HILL
P.O BOX 7055-00100
NAIROBI**

RELEASE DATE: 21ST JULY 2020

**CLOSING DATE: TUESDAY 4TH AUGUST 2020 AT
12 NOON**

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INTRODUCTION

1. This standard Request for Proposals for selection of professional consultants has been prepared for use by public entities in Kenya. It has been found necessary for selection of consultants who are also regulated by their professional institutions or associations as opposed to selection of consultants who could be either individuals or body corporate.
2. This Request for proposals will be used for open tendering, restricted tendering or request for proposals.
3. The general conditions of contract in the Standard Contract Form should not be modified and instead the special conditions of the contract may where necessary be modified by the procuring entity, for use, to reflect the unique circumstances of the particular assignment.
4. The request for proposal (RFP) includes the following documents:

Section I	-	Letter of invitation
Section II	-	Information to Consultants
Section III	-	Terms of reference
Section IV	-	Technical proposal
Section V	-	Financial proposal
Section VI	-	Standard Contract Form
5. On receipt of this RFP, please inform us:
 - (a) that you have received the letter of invitation; and
 - (b) Whether or not you will submit a proposal for the assignment.

SECTION I-INVITATION FOR TENDERS

REQUEST FOR PROPOSAL: TENDER NO. NCIC/RFP/563/2020

PROVISION FOR CONSULTANCY SERVICES FOR THE DEVELOPMENT OF STRATEGIC PLAN FOR THE NATIONAL COHESION & INTEGRATION, 2020 – 2025

1. The National Cohesion and Integration Commission (NCIC) invite sealed tenders from eligible firms for the Provision of Consultancy Services for the Development of Strategic Plan for National Cohesion & Integration, 2020-2025
2. This is a restricted tender and therefore Interested eligible candidates must have been prequalified by the Commission within the financial year 2016-2020
3. The interested bidders **MUST** register with the procurement office or notify the office using our email: tenders@cohesion.or.ke indicating the tender and bidder details for the purpose of receiving any clarifications and / or addendums.
4. Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for one hundred and twenty (120) days from the closing date of the tender.
5. Completed tender documents are to be enclosed in plain sealed envelopes clearly bearing only the tender number and the title of the tender should be deposited in the Tender Box provided at **the NCIC OFFICES 6TH FLOOR, KMA CENTER**, and if sent by post, be addressed to:

**The Commission Secretary/Chief Executive Officer,
National Cohesion & Integration Commission,
KMA Center 6th Floor, Mara Road, Upper Hill
P.O. Box 7055 -00100,
NAIROBI.**

1. So as to be received on or before the closing date, **Tuesday August 4th 2020 at 12:00 noon.**
2. The tenders will be opened immediately thereafter, at the NCIC's Boardroom on 7th Floor Boardroom in the presence of the candidates' representatives who choose to attend. Late tenders will not be accepted

Commission Secretary/CEO

SECTION II - INFORMATION TO CONSULTANTS

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SECTION II

- INFORMATION TO CONSULTANTS

2.1 Introduction

- 2.1.1 The National Cohesion and Integration Commission will select a Consultancy firm or a consortium of consultants among those invited to submit 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 consultancy 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 consultants. In such a case the highest ranked consultancy 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 consultancy firm.
- 2.1.4 The consultancy firm 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, consultants 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 consultancy firms 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 Consultancy firms may request clarification of any of the RFP documents not later than Seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to the procuring entity's address indicated in the special conditions of contract. The procuring entity will respond by post, fax or email to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all consultancy 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 consultancy firm amend the RFP. Any amendment shall be issued in writing, fax or email to all invited individual consultants 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 7 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 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.3 Preparation of proposals

- 2.3.1 The consultancy firm's proposal shall be written in English language.
- 2.3.2 In preparing the Technical proposal, the consultancy 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 consultancy firm must give particular attention to the following:
- (a) If the 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. Any consultancy 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 consult must indicate their responsibility in the assignment and also the staff time as necessary.
- (c) The curriculum vitae (CV) of the staff proposed and /or organizational profile must be submitted with the proposal.

2.3.4 The Technical proposal shall provide the following information:

- (a) The Lead consultants CV / or organizational profile and a brief of any recent experience of assignment of a similar nature. For each assignment the brief should indicate the profiles of staff involved, contract amount and the individual consultant's involvement.
- (b) Any comments or suggestions on the Terms of Reference and a list of service and facilities requested to be provided by the procuring entity.
- (c) A description of the methodology and work plan for performing the proposed assignment.
- (d) Any additional information requested in the special conditions of contract.

2.3.5 The Technical proposal shall be separate from the financial proposal and shall not include any financial information.

2.4 Financial proposal

2.4.1 In preparing the financial proposal, the consultancy 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 reimbursables.

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 consultancy 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 consultants 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 consultant.

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 consultancy firm. Any such corrections must be initialed by the consultant.
- 2.5.2 For each proposal the consultancy firm 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.
- 2.5.3 The original and all copies of the Technical proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL”, and the original and all copies of the financial proposal in a sealed envelope duly marked “FINANCIAL PROPOSAL”. Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring entity's address and other information indicated in the appendix to the instructions to consultants and clearly marked “DO NOT OPEN before **Tuesday August 4th 2020 at 12:00 noon.**”
- 2.5.4 The completed Technical and Financial proposals must be delivered at the submission address (dropped in the tender box in KMA Centre, 6th floor, Mara Road, Upper hill) on or before the time and date of the submission of the proposals indicated in the appendix to the instructions to consultants. Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the firms unopened. For this purpose, the inner envelope containing the technical and financial proposals will bear the address of the consultancy firm submitting the proposals.
- 2.5.5 After the deadline for submission of proposals the outer envelope and the technical proposals shall be opened immediately by the opening committee. The financial proposals shall be marked with the firm's 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 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 consultants. Any effort by a 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's 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 finalize.

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;

STAGE 1: MANDATORY REQUIREMENT

No.	Parameters / Requirements	Complied/Not Complied
M1	A copy of valid certificate of Registration/Incorporation	
M2	Current CR12 for Limited Companies	
M3	A copy of Current/Valid Tax Compliance Certificate issued by the Kenya Revenue Authority including VAT/PIN Certificate	
M4	Valid Business Permit/Trade License	
M5	Must submit a dully filled and signed Confidential Business Questionnaire in format provided	
M6	Must give evidence of performing similar assignment in the last three years for at least five (5) reputable clients (copies of contract, LPO/LSO and completion certificate/letters with their values)	
M7	Must provide qualifications and experience of at least Three (3) key members of staff who will manage the assignment	
M8	Must submit Audited accounts for the last two financial years or Six (6) Months Bank statements	
M9	Must Present of the entire tender document in a logical manner indicating table of content and page numbers and serialization of the entire tender document	
M10	Must submit two separate inner envelopes for/clearly Marked "Technical proposal" & "Financial proposal". For the purposes of Evaluation, the inner envelopes containing the technical and financial proposals will bear the address of the consultancy firm submitting the proposals.	

STAGE 2: TECHNICAL EVALUATION

NO.	CRITERIA	MAX POINTS
1	Neatness of document as per Tender Format i.e.; i) Proper Binding and paginating of all documents without any breaks ii) Clarity of information iii) Proper labeling of contents iv) Proper referencing of contents v) Relevance of all attached documents in conformity with the requested information in Tender document (5Marks broken down into 1 mark for each parameter).	5
2.	Adequacy of methodology and work plan in response to the Terms of reference- A statement of assignment methods (Methodology). Include Charts, pictures, videos, drawings and brief description in your illustrations. (Marks for each concepts of the consultancy, coherency, execution timetable activities, Financial proposal and Technical Proposal. 5 extra marks for sequence and matching with the Terms of reference)	20
3	The consultancy firm; I. Attach at least Five (5) current LSO's/LPO, Award letters or Contract documents – II. Attach reference /Completion letters from at least Five (5) client or copies/linkages of the previous Work done	10
4	The Lead consultant; Qualification and Experience of the Lead Consultant in similar assignment; i) At least a Degree or equivalent in related field ii) At least More than Ten years' proven professional & operating experience in the Development & implementation of Corporate strategies across many varied industries & business Situations - iii) At least More than three-year work experience in Developing Communication strategy -5marks (please provide evidence of experience (Attach testimonials records including length of service)	25
4	Qualification & Experience of Other Technical staff; At least the other three (3) Qualified Technical staff in the company relevant to the assignment, who will actively be involved in the Consultancy. Provide employment/appointment letters, contracts of the key personnel including length of service and termination date, CV, Academic and professional certificates and evidence of registration with relevant professional bodies and Telephone contacts. i) At least Professional Degree or equivalent in related field ii) At least a Diploma or Equivalent iii) At least More than Five (5) years' professional experience or Equivalent - 4marks (Attach Employment records including length of service)	25
5	Proof of availability of a working office with functionalities. Include Organization structure /Company profile- Give structure with details of responsibilities (Attach proof of Location/physical address; utility bills, rent, lease valid agreements etc)	15
	TOTAL	100

Note: The total marks are 100%. The pass mark is 70 %. Only those bidders who obtain the mandatory cut off point shall be considered for the financial evaluation

- 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 individual consultant 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 consultants 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 firm's representatives 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 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:

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

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 individual consultants' 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 consultants. Unless otherwise stated in the appendix to the instructions to consultants 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 individual consultant achieving the highest combined technical and financial score will be invited for negotiations.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address indicated in the appendix to the information to consultants. The purpose of the negotiations is for the procuring entity and the consultancy 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 consultancy firm to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated into 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 consultancy 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 firms that they were unsuccessful and return the financial proposals of the individual consultants who did not pass technical evaluation.

2.10.2 The selected individual consultant is expected to commence the assignment on the date indicated in the appendix to the information to consultants or any other date agreed with the procuring entity.

2.11 Confidentiality

2.11.1 Information relating to the 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 firm has been notified that he/she has been awarded the contract.

SECTION III - TERMS OF REFERENCE (TOR)
TERMS OF REFERENCE AND SCOPE OF SERVICE FOR A
CONSULTANCY TO BOLSTER NCIC's 2020 – 2025 STRATEGIC PLAN

Background

The National Cohesion and Integration Commission (NCIC) was established under the National Cohesion and Integration Act No. 12 of 2008. It is one of the Agenda Four Commissions created by the National Peace Accord. The overall mandate of the Commission is to facilitate and promote equality of opportunity, good relations, harmony and peaceful coexistence between persons of different ethnic and racial backgrounds in Kenya and to advise the government with recommendations on possible interventions.

The Commission has just finished implementing its 2015 – 2020 Strategic Plan in June 2020. It started the development of its 2020-2025 Strategic Plan in January 2020. Borrowing from the lessons learnt from the precious strategic period and the experience sharing with internal publics including staff and commissioners as well as external stakeholders spanning the CSOs, FBOs, Government agencies, development partners, and the private sector, the Commission crafted a 2020 – 2025 strategy.

In this draft, the Commission set its priorities, illuminated how employees and other stakeholders will work toward common goals, and established an agreement around intended outcomes/results in the strategic period. Nevertheless, before publishing the Strategic Plan, the Commission seeks to recruit a consultant to assess whether its strategic planning and management framework and the resultant strategic plan meet the criteria of a balanced scorecard.

Objectives

The Commission seeks to ensure that its 2020-2025 Strategic Plan meets the standards and principles of strategic planning.

The broad objectives include:

1. To assess the process that facilitated the development of the strategic plan
2. To review and improve the content of the strategic plan in comparison with a balanced scorecard
3. To formulate recommendations and proposals as a way forward to improve the strategy and its implementation.

Approach and Methodology

The nature of the assignment calls for tight consultations with the NCIC and heavy desk top analysis with specific reference to standard guidelines and principles of strategic planning.

Expected Outcomes

This consultancy is expected to deliver a final 2020-2025 Strategic Plan of the Commission with the following hallmarks:

- a) Clear contextual environment in which the Commission shall work in for the next five years
- b) Better visualized strategy mapping that highlights the cause-and-effect links between the activities and the vision
- c) Defined metrics which can be used daily/weekly to measure short term progress as well as specified performance measures that are critical to tracking progress of the Commission's strategy
- d) Tighten the financial, human and technical resource forecast

Consultants Tasks and Responsibilities

The consultant shall be tasked to:

1. Propose an implementation plan for the task issued. This plan shall be validated by NCIC.
2. Analyze literature on a balanced scorecard and develop the bare minimums of a good Strategic Plan.
3. Assess the process of the development of the NCIC's Strategic Plan and recommend modifications if need be.
4. Review and improve the content of the 2020-2025 Strategic Plan against a standard balanced scorecard.
5. Submit a draft report to NCIC for comments.
6. Present the conclusions of the task to NCIC Commissioners & staff.
7. Integrate contributions of the Commissioners and Staff into the draft report.
8. Finalize and submit the final Strategic Plan report.

Duration of Consultation

The maximum duration of the consultancy is ten days.

Qualifications and Skills

The Consulting firm should possess the following competencies:

1. Be experienced in the development and implementation of corporate strategies across many varied industries and business situations
2. Front consultants with over 10 years of proven professional and operating experience
3. Have delivered concrete strategic plans to at least five clients
4. Possess specialties in strategic planning, monitoring & evaluation and digital technology

Documents to be Submitted

1. Detailed company profile
2. Technical and financial offers which specify an objective duration of the mission, the methodology and the deliverables expected

Interested firms are urged to submit their technical and financial offer along with their profiles to the Commission Secretary using the following address:

The Commission Secretary
National Cohesion and Integration Commission
P.O. Box 7055 – 00100
Nairobi
info@cohesion.or.ke

DEADLINE FOR APPLICATION: The deadline for submission is **Tuesday 4th August 2020**. Only those selected will be contacted by email.

SECTION IV - TECHNICAL PROPOSAL (TP)

Notes on the Preparation of Technical Proposal

The technical proposal shall be prepared and submitted by the consultants.

It shall contain the following:-

- (a) Submission letter.
- (b) Particulars of the consultant including Curriculum vitae (CV).
- (c) Comments and suggestions of the consultant in 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 service activity times schedule.
- (g) The last two year financial statement

(to be prepared by the consultant as appropriate)

SECTION V- FINANCIAL PROPOSAL (FP)

Notes on the Preparation Financial Proposal

The financial proposal shall be prepared and submitted by the consultants. 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
- (f) The last two-year Financial statement

(to be prepared by the consultant as appropriate)

SECTION VI - STANDARD CONTRACT FORM

PROFESSIONAL CONSULTANTS

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 consultants' clause 2.10.2

SECTION VI - STANDARD CONTRACT FORM

**INDIVIDUAL PROFESSIONAL CONSULTANTS
(Lump-sum payments)**

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

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

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:-

1. **Services**
 - (i) The Consultant shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Service, “which is made an integral part Of this Contract.
 - (ii) The Consultant shall provide the personnel listed Appendix B, “Consultant’s Personnel,” to perform the Services.
 - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, “ Consultant’s Reporting Obligations.”

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

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

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

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

Kshs. _____ upon the Client's receipt of the Draft report, acceptable to the Client; and

Kshs. _____ upon the Client's receipt of the Final report, acceptable to the Client.

Kshs. _____ Total

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

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

B. Reports

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

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

Full name _____

Full name _____

Title _____

Title _____

Signature _____

Signature _____

Date _____

Date _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give particulars indicated in Part1 and either Part 2(a), 2(b) or 2(c) whichever applies to your type of business.

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

PART 1-GENERAL

Business

Name.....

Registration Ref

No.....

Location of business premises, i.e.

Building.....

Floor No.....Room No.....

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

Postal Address.....Postal Code.....

Tel No..... Fax No.....

E- Mail.....Website.....

Nature of

business.....

VAT Certificate Number.....PIN Certificate

No.....

Local Authority License No.....Expiry

Date.....

NB: Attach copies of Registration Certificate, Trade License, and VAT Registration Certificate. PIN Certificate and Local Authority License.

Maximum Value of business which you can handle at any one time

KShs.....

Name of your main Bankers.....

Branch.....

PART 2 (A) SOLE PROPRIETORS:

My Name in

full.....Age.....

Nationality.....ID/Passport No.....Country of

Origin.....

PART 2(B) PARTNERSHIP

Name	Nationality	Citizenship Details	Shares
------	-------------	---------------------	--------

1.....

2.

3.

PART 2(C) REGISTERED COMPANY

State whether Private or

Public.....

State the nominal and issued Capital of the Company

Nominal KShs.....Or Other Convertible
currency.....

Issued KShs.....Or Other Convertible
currency.....

Give Details of all Directors as follows:

Name	Nationality	Citizenship Details	Shares
------	-------------	---------------------	--------

1.....

2.....

3.....

**PART 3 – GIVE DETAILS OF ALL DIRECTORS OF THE COMPANIES
YOU HAVE LISTED ABOVE AS FOLLOWS:-**

1.....

2.....

3.....

DECLARATION

I certify that all the above particulars are true

Name of Applicant (Officer).....

Signature of Applicant.....

Position in the Company/Title.....

Date.....

NB: Please affix rubber stamp or seal