



REQUEST FOR PROPOSAL

TENDER NO: NCIC/RFP/625/2021

PROVISION FOR CONSULTANCY SERVICES FOR DEVELOPMENT OF AN EARLY WARNING AND EARLY RESPONSE BASELINE MAPPING IN KENYA FOR NATIONAL COHESION & INTEGRATION COMMISSION

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

RELEASE DATE: 31st MARCH 2021

CLOSING DATE: THURSDAY 15TH APRIL 2021 AT 12:00PM

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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/625/2021

PROVISION FOR CONSULTANCY SERVICES FOR DEVELOPMENT OF AN EARLY WARNING AND EARLY RESPONSE BASELINE MAPPING IN KENYA FOR NATIONAL COHESION & INTEGRATION COMMISSION

1. The National Cohesion and Integration Commission (NCIC) invite sealed tenders from eligible firms for the provision for consultancy services for Development of an Early Warning and Response Baseline Mapping in Kenya for National Cohesion & Integration Commission
2. Interested eligible candidates are requested to download detailed tender documents from our website: www.cohesion.or.ke or SENT to Prequalified Consultants via email address
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 **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.
tenders@cohesion.or.ke**
6. So as to be received on or before the closing date, **THURSDAY 15TH APRIL 2021 AT 12:00PM**
7. The tenders will be opened immediately thereafter, at the NCIC's Boardroom on 6TH 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 **CLOSING DATE: THURSDAY 15TH APRIL 2021 AT 12:00PM**”

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 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;

STAGE 1: MANDATORY REQUIREMENT

No.	Parameters / Requirements	Complied/Not Complied
M1	A copy of valid certificate of Registration/Incorporation	
M2	Current CR12	
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 Fill the Form of Tender in the format provided	
M6	Must submit a dully filled and signed Confidential Business Questionnaire in format provided	
M7	Must give evidence of performing similar assignment in the last three years for at least three (3) reputable clients (copies of contract, LPO/LSO and completion certificate/letters with their values	
M8	Must provide qualifications and experience of at least three (3) key members of staff who will manage the assignment	
M9	Must submit Audited accounts for the last two financial years OR Six (6) Months bank Statements	
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 <i>(5Marks broken down into 1 mark for each parameter).</i>	5
2.	Adequacy of methodology and work plan in response to the Terms of reference- A statement of assignment methods (Methodology). Include Charts, pictures, drawings and brief description in your illustrations where necessary. <i>(Marks for each concepts of the consultancy, coherency, execution timetable activities, 5 extra marks for sequence and matching with the Terms of reference)</i>	20
3	Attach reference letters from at least three (3) clients or at least Five (5) current LSO's/LPO, Award letters or Contract documents for similar consultancies. (10Marks)	10
4	The Lead consultant; <i>Qualification and Experience of the Lead Consultant in similar assignment;</i> a) At least a Master's Degree in Conflict Resolution, International Relations, Social Sciences, Research, or a Development-related discipline b) At least seven years' experience in peacebuilding and conflict management c) Expertise in the field of governance, peacebuilding and conflict management with complex governmental and multi-lateral organizations d) A good knowledge of the social and political context of Kenya and related policies and regulations e) Excellent research skills- both qualitative and statistical analysis- for synthesis and preparation of study report f) Experience in using peace building and conflict-related indicators to develop interactive systems g) Good writing, communication and IT skills for word processing and data analysis <i>(Attach Testimonials -CVs, Certificates and Employment/Service records including length of service)</i>	40
4	Qualification & Experience of Other Technical staff; <i>At least two (2) other 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> a) A degree in social sciences or have equivalent training or experience in Governance, Peace building and Conflict Management b) A good knowledge of the social and political context of Kenya c) Excellent analytical skills for synthesis and preparation of evaluation reports d) Good IT skills for word processing and data analysis	10
5	Proof of availability of a working office with functionalities (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 75 %. 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:

$S_f = 100 \times \frac{f_m}{f}$ where
 S_f is the financial score
 f_m 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 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

2.11 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.

2.12 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.

2.13 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 DEVELOP AN EARLY WARNING AND EARLY RESPONSE BASELINE MAPPING IN KENYA FOR NATIONAL COHESION & INTEGRATION COMMISSION

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 IV 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, racial, and religious backgrounds in Kenya and to advise the Government with recommendations on possible interventions.

The Commission under section 25(j) of the National Cohesion and Integration Act is mandated to identify and analyze factors that inhibit the attainment of harmonious relations between ethnic communities of Kenya. It is notable that the country continues to witness both sporadic and recurrent community conflicts amidst the strategies that have been put in place. In view of this, the Commission, through the support of FHI 360 seeks to conduct a baseline mapping on the existing Early Warning and Early Response (EWER) mechanisms at both national and county levels. The Commission has identified six counties including Nairobi, Mombasa, Kisumu, Narok, Kakamega, and Nandi. The aim is to enable the Commission respond adequately to conflict in the country.

Study Purpose and Objectives of the consultancy

The purpose of this consultancy is to conduct a baseline mapping on the existing EWER mechanisms at both national and county levels. Specifically, the consultancy seeks to:

1. Assess the existing EWER structures - while evaluating their composition (actors), purpose, past experiences, achievements, and the extent to which they integrate their work across the national and sub-national levels;
2. Establish the perception of communities and actors towards existing EWER mechanisms; and
3. Identify obstacles faced by various EWER mechanisms and proffer strategies to address them

Approach and Methodology

The nature of the assignment calls for tight consultations with NCIC, as well as heavy desktop analysis and fieldwork with specific focus on the nature of existing EWER structures, their functionality, dynamics, level of cooperation, and coordination at both county and national levels in Kenya.

Objectives/Tasks of the Assignment

The purpose of this consultancy service is to conduct a mapping exercise on the existing EWER mechanisms at both national and county levels. The Consultant will perform the following tasks:

- a) Develop and submit a technical and financial proposal to undertake the assignment. This plan shall be validated by NCIC
- b) Assist in the development of the study's methodology and instruments to undertake the assignment (to also be validated by the Commission)
- c) Collect, compile and analyze primary and secondary data
- d) Conduct validation forums in six counties of study
- e) Present the draft report to stakeholders including (NCIC Commissioners & staff, development and collaborative partners, e.t.c)
- f) Integrate contributions of stakeholders into the draft report
- g) Finalize and produce a final EWER mapping report

Duration of Consultation

The maximum duration of the consultancy is six (6) weeks

Qualifications and Skills of the Lead consultant

The lead Consultant should possess the following competencies:

1. At least a Master's Degree in Conflict Resolution, International Relations, Social Sciences, Research, or a Development-related discipline
2. At least seven years' experience in peacebuilding and conflict management
3. Expertise in the field of governance, peacebuilding and conflict management with complex governmental and multi-lateral organizations
4. A good knowledge of the social and political context of Kenya and related policies and regulations
5. Excellent research skills- both qualitative and statistical analysis- for synthesis and preparation of study report
6. Experience in using peace building and conflict-related indicators to develop interactive systems
7. Good writing, communication and IT skills for word processing and data analysis

Expected Outcomes

The following outcomes are expected:

- a) Specific county reports for the six counties under study
- b) A report on the baseline mapping on the existing EWER mechanisms in Kenya

Documents to be submitted

1. Submission letters
2. Technical and financial proposal advanced to undertake the consultancy
3. A sample of a study report of a similar work undertaken with relevant organizations

Reporting

Consultant shall report directly to the Director, Programs and Technical services, NCIC, and work collaboratively with programs technical staff to deliver the assignment.

Interested persons are urged to submit their technical and financial proposals 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 **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.**

tenders@cohesion.or.ke

**DEADLINE FOR APPLICATION: The deadline for submission is
THURSDAY 15TH APRIL 2021 AT 12:00PM**

NCIC is committed to diversity and inclusion within its workforce, and encourages qualified female and male candidates from all national, religious and ethnic backgrounds, including persons living with disabilities to apply.

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 or Six Months bank Statements

(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
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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
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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