



COUNCIL OF GOVERNORS

REQUEST FOR PROPOSAL

NO: COG/RFP/60/2020-2021

FOR

**THE PROVISION OF INDIVIDUAL CONSULTANCY SERVICES
TO CONDUCT AN ASSESSMENT ON IMPACT OF DEVOLUTION TO
WOMEN, GIRLS IN SELECT COUNTIES.**

The Council of Governors,

Delta House, 2nd Floor Chiromo Road

P. O. Box 40401 -00100,

Nairobi Kenya,

Tel: +254 (020)2503313/4

Email: info@cog.go.ke

SECTION I INVITATION TO TENDER

RFP REF NO: COG/RFP /60/2020-2021

29th June 2021

The Council of Governors, with the support of UN Women seeks to recruit two (2) result-oriented individuals (lead and support consultant) on a 6 months assignment to conduct an assessment on the impact of devolution on women, girls in 14 select Counties

This activity aims at documenting the story on the gains of devolution with a keen focus on its impact on women and girls across the select Counties. The assessment will target the 14 joint programme Counties which include; Garrisa, Mandera, Wajir, Marsabit, Isiolo, Lamu, Tana River, Turkana, Samburu, Kilifi, Kajiado, Narok, West Pokot, Busia to inform wider policy change across these Counties.

The assessment is critical as it will support the identification of gaps that propagate inequalities at the County level and provide solutions for meaningful civic participation in Governance. The Assessment will also be key in supporting institutional and capacity strengthening of County Governments as well as enhancing equitable delivery of services.

In line with the laid down procurement procedures for the Provision of individual consultancy services, kindly send us a proposal expressing the need to be awarded the assignment

A complete set of bidding documents may be obtained by interested candidates from our website: cog.go.ke/procurement

The Completed proposals are to be enclosed in plain sealed envelopes marked with our reference number & description and be deposited in the Tender Box at our offices, Council Of Governors, off Waiyaki way, Delta house 2nd floor no later than **Monday 12TH July November 2021 at 11:00 am.**

Bids submitted after the stated deadline shall NOT be accepted for evaluation irrespective of circumstances.

Any canvassing or giving false information may lead to disqualification



James Kamau

Head of procurement

INFORMATION TO BIDDERS

2.1 Introduction

- 2.1.1 COG will select a consultants among 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 prospective consultants are invited to submit a technical proposal and a financial proposal for consulting services required
- 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 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 firm.
- 2.1.4 The consultants 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, consultant are encouraged to liaise with the COG 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 consultant 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 Tenderer 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 firm 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 firm amend the RFP. Any amendment shall be issued in writing, fax or email to all invited firm 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 2 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 consultant's proposal shall be written in English language.

2.3.2 In preparing the Technical proposal, the consultant is 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 the consultant considers that it does not have all the expertise required for the assignment to its discretion may suggest in the proposals other consultants who will assist in the assignment but they will not be party to the contract for the purpose of the performance of the assignment. The firm will not propose other consultant invited to submit proposals for the assignment. Any tenderer 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 consultant 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 CV and a brief of any recent experience of assignment of a similar nature. For each assignment the brief should indicate the 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 consultant is expected to take into account the proposed time required in completing the assignment as outlined in the RFP documents. The financial proposal will therefore be as per the predetermined fees per day as expressed. The financial proposal may not include other costs as necessary, reimbursable are considered as a last result
- 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 180 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 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 firm. Any such corrections must be initialed by the firm.
- 2.5.2 For each proposal the 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 entities address and other information indicated in the appendix to the instructions to consultants and clearly marked “**DO NOT OPEN before Monday 12th July 2021 at 11:00 am.**”
- 2.5.4 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 consultants. 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.
- 2.5.5 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 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 tenderer 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 tenderer 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

EVALUATION CRITERIA

MANDATORY REQUIREMENTS

The prospective individual consultant must provide the following information and/or copies of the following documents:

- (i) List and contact details of the organization for which similar consultancies have been undertaken over the last five (5) years;
- (ii) Copy of Identification card
- (iii) Copy of pin certificate
- (iv) **All printed pages of the tender document must be numbered and serialized by the tenderer to follow the format 0001...to the last page of the document.**

NB; Bids that do not contain all the above mandatory requirements will be declared non responsive and shall not be evaluated further.

TECHNICAL REQUIREMENTS

The following criteria will be used in the evaluation of all potential individual consultants, as follows;

a)	Experience	10 years experience in democracy and governance especially in Devolution and gender expertise/assignments	10
		Reputation <ol style="list-style-type: none"> 1. Government and Counties 2. Donor funded programs 3. International 4. Reputable Private organizations of COG similar stature 	10
b)	Academic qualification to fit the description of proposed role	Postgraduate degree in a technical field relevant to Development Studies, Law, Public Administration or any other relevant social sciences field. (Attach Academic certificates and testimonials)	10
c)	Post-registration experience	5 years of proven experience of using participatory methods as means of data collection and analysis Demonstrated knowledge and skills in undertaking research ,assessment and documentation at County level Knowledge in gender mainstreaming gender and practitioner of gender equality in practitioner of gender equality and women empowerment, human rights and human issues Understanding of international conventions on gender equality and women’s empowerment.	15
d)	Quasi proposal	Preparation of quasi work plan in reference to TORs – with clear approach and Implementation methodology	15
e)	Additional Benefits(demonstrate on the proposal)	Timelines Experience in an emergency response context An understanding of the Kenya Constitution 2010 and devolution related legislations Familiarity with government processes and procedures Demonstrate communication skills	10
		TOTAL	70

Two best Highest score bidder will be considered for terms and conditions Negotiations. The purpose of the negotiations is for the procuring entity and the individual consultant to reach agreements on all points regarding the assignment and sign a contract.

The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the individual consultant 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. Information relating to evaluation of proposals and recommendations of contract award shall not be disclosed to the individual consultants who submitted the proposal or to other persons not officially concerned with the process, until the winning individual consultant has been notified that he/she has been awarded the contract.

The successful lead consultant and support consultant will be paid Ksh. 25,000 and Kshs.20, 000 per working day respectively and arrived at as under listed;

- a) Highest score shall be the lead consultant hired for 6 months to a maximum payment of 10 days per month spread over month of July 2021- January 2022**
- b) 2nd Highest score shall be the support consultant hired for 6 months to a maximum payment of 10 days per month spread over month of July 2021- January 2022**



COUNCIL OF GOVERNORS

SECTION III TERMS OF REFERENCE

TO CONDUCT AN ASSESSMENT ON IMPACT OF DEVOLUTION TO WOMEN, GIRLS IN SELECT COUNTIES

3.0 Introduction

The Council of County Governors (COG) is a non-partisan organization established by Section 19 of the Intergovernmental Relations Act (IGRA) 2012 with a mandate to provide a mechanism for consultation amongst County Governments, share information on performance of the Counties in execution of their functions, facilitate capacity building for Governors, and consider reports from other intergovernmental forums on national and County interests amongst other functions (Section 20).

In order to fulfil its mandate, the Council works through sectoral committees anchored within the Secretariat. There are 12 committees with membership from Excellency Governors and each committee is chaired by a Governor. The corresponding annual work-plan is guided by the Council's Strategic Plan: 2017 – 2022 focusing on the five key performance areas; (1) Good Governance; (2) Adequate Resourcing for devolved functions; (3) A Strong Council of County Governors; (4) Knowledge-driven Performance and; (5) Sustainable Intergovernmental Relations. The CoG therefore plays a coordinating and facilitative role amongst the forty-seven (47) County Governments on matters of policy, legislation, administrative actions and general sector development in the Counties.

In an effort to mainstream gender in the County service delivery processes, the Council signed a one year partner agreement with the UN Women in a project titled: '*Enhancing and sustaining gender resilience for Sub national local economic development in the post COVID-19 era*', whose main objective is to support Counties to engage in gender-sensitive policymaking while ensuring the appreciation and application of gender perspectives in governance, leadership, programming and evaluations.

3.1 The Intervention

Existing marginalization of women, which was previously exacerbated by centralized governance has been, to some extent, redressed through devolution. Devolution has provided a good platform on which women's agency can be, not only exercised but also optimized for positive effects on women and society in general.

Devolution has ensured the implementation of leadership quotas in County assemblies and County Governments; harnessed accruing benefits such as decision-making, sharing in responsibilities and access to financial assets specifically set up for special interest groups. Devolution has reduced gender gaps in health through reduction of maternal mortality and promotion of maternal and child health and has also provided education for disadvantaged populations particularly through Vocational Training Centres (VTCs).

Women constitute an integral part of the population and therefore, their contribution towards various development projects in terms of identification, initiation and propagation of development agendas including the management of various devolved funds cannot be over emphasized. Averagely out of the ten implemented sectors in the Counties, the health sector has received the largest share of County budgets over the last six financial years at 24.8%, Roads, Infrastructure and Public Works at 13.1%, Education, youth, sports, culture & social services at 9.6%, Water environment & natural resources 7.38% and Agriculture, livestock, Fisheries and Cooperative development at 6.0%. It would therefore be important to disaggregate the impact of these allocations on the segmented population to inform implementable policies at the County level.

3.2 Scope of the Work

With support from UN Women, the Council of Governors intends to engage the services of two (2) consultants to lead the process of carrying out an assessment and documentation of the impact of devolution on women and girls in select Sectors of Education, Health, Agriculture, Water and urban planning. This activity aims at documenting the story on the gains of devolution with a keen focus on its impact on women and girls across the Counties. The assessment will target the 14 joint programme Counties which include; Garrisa, Mandera, Wajir, Marsabit, Isiolo, Lamu, Tana River, Turkana, Samburu, Kilifi, Kajiado, Narok, West Pokot, Busia to inform wider policy change across the Counties. The assessment is critical as it will support the identification of gaps that propagate inequalities at the County level and provide solutions for meaningful civic participation in Governance. The Assessment will also be key in supporting institutional and capacity strengthening of County Governments as well as enhancing equitable delivery of services.

Additionally, the assessment will provide specific policy recommendations towards enhancing inclusion and empowerment of women and girls that each County Government can localize through an action plan that can be monitored by the Council as well as other National Government bodies in future.

The consultants will work closely with a multi-agency committee comprising key institutions such as SDGA, NGEK, KNBS, the academia, CAF, CECs Caucus, Private Sector and Civil society will provide oversight in the implementation of the activity.

The findings will be documented and disseminated to various stakeholders through print media and video documentary. This exercise will also be extended to specific committees in the County Assemblies.

3.3 The objective of the assignment is to;

1. Carry out an assessment of the impact of devolution on women and girls in select Sectors of Education, Health, Agriculture, Water and urban planning.
2. Document the findings which will include the gains of devolution with a keen focus on women and girls
3. Provide policy recommendations that will promote advance gender equality and empowerment of women at the County level.

3.4 Specific Tasks

The Consultants will:

1. Develop a baseline based on data in each of the above mentioned sectors (status pre-2013)
2. Review County Integrated Development Plans, Annual Development Plans, Annual budgets, procurement plans and other relevant plans within the target Counties.
3. Review relevant project documents (design, implementation and monitoring reports).
4. Develop and submit for review and approval an Inception report detailing a comprehensive understanding of the assignment and a detailed work plan.
5. Develop the interview questions.
6. Take lead in conducting of the interviews, focus group discussions (FGDs) with select women and key informant interviews (KII) with select County officers in the target Counties.
7. Facilitate sessions during the Multi-agency committee meetings to provide a progress update of the milestones to be agreed upon.
8. Undertake debrief with project staff and stakeholders to address the contents of the draft report for validation and feedback.
9. Revise the report based on comments and feedback and submit the final report.
10. Participate in the launch of the final assessment report, which will be arranged by COG.

3.5 Conduct of Assignment

The Consultants will report to the Council of Governors' A.g CEO or her designate and work closely with the COG Gender committee and Maarifa teams. The Consultants will also work closely with the multi-agency committee put in place by the Council of Governors to oversee the execution of the assessment.

3.6 Required Qualifications and Experience

- Masters' Degree in a Social Sciences, Public Administration, Law, Development Studies, Development Economics, Monitoring and Evaluation or its equivalent or related field and a minimum of Bachelors' Degree for the Associate Consultant with post graduate training in Monitoring and Evaluation and Data Analysis.

- A minimum of 10 years experience in democracy and governance especially in Devolution and gender expertise/assignments.
- At least 5 years of Proven experience of using participatory methods as the means of data collection and analysis.
- Demonstrated experience in undertaking research, assesemnt and documentation at County level.
- Strong leadership capabilities and a demonstrated record of successful leadership of multi-disciplinary teams.
- An understanding of the Kenya Constitution 2010 and devolution related legislations.
- Strong report writing skills
- Understanding of international conventions on gender equality and women's empowerment.
- Familiarity with UN resolutions relating to Gender in Emergencies
- Knowledge of gender mainstreaming and practitioner of gender equality and women's empowerment, human rights and women's rights issues
- Familiarity with government processes and procedures
- Demonstrated knowledge and skills in mainstreaming gender in program design, management, research, monitoring and evaluation
- Excellent speaking and writing skills in English and Kiswahili
- Excellent computer and interpersonal skills.
- Good knowledge on the mandate of COG.
- Highly motivated and dynamic personality with a good degree of autonomy, eager to take initiative and capable to perform in team work.
- Ability to work under pressure
- Demonstrates integrity by modelling CoG values and ethical standards

3.7 Deliverables

1. An inception report which will include the work plan outlining an understanding of the assignment and the methodology of the assignment and the timelines;
2. Presentation of draft report detailing the key findings, literature and findings from the main assessment phase, analysis and synthesis; and
3. Final report documenting the impact of devolution on women and girls in the select sectors.

3.8 Payment Schedule

Upon submission of the inception Report	10%
Upon presentation of draft report detailing the key findings, literature and findings from the main assessment phase, analysis and synthesis;	50%
Final report documenting the impact of devolution on women and girls in the select sectors.	40%

All fees payable are subject to the statutory deductions as per the existing laws of Kenya. The cost of telephone calls, transport and accommodation, research and internet charges for the consultancy shall be borne by the consultant. The Council of Governors shall arrange necessary stakeholder meetings and meet the logistical costs for the meetings.

3.9 Time Schedule

The consultants shall be engaged for a maximum of six (6) months from the month of July 2021.

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 on the terms of reference, facility and other requirements to be provided by the procuring entity.
- (d) Description of the methodology and work plan for performing the assignment
- (e) Consultancy services activities times' schedule.

(To be prepared by the consultant as appropriate)

SECTION V- FINANCIAL PROPOSAL (FP)

Notes on the Preparation Financial Proposal

The successful lead consultant and support consultant will be paid Ksh. 25,000 and Kshs.20, 000 per working day respectively as under listed;

- 1. Highest score shall be the lead consultant hired for 6 months to a maximum payment of 10 days per month spread over month of July 2021- January 2022**
- 2. 2nd Highest score shall be the support consultant hired for 6 months to a maximum payment of 10 days per month spread over month of July 2021- January 2022**

(To be prepared by the consultant as appropriate)

SECTION VI - STANDARD CONTRACT FORM

INDIVIDUAL PROFESSIONAL CONSULTANTS

(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 consultant's clause 2.10.2

SECTION VI - STANDARD CONTRACT FORM

1. 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 Consultant

Full name _____

Full name _____

Title _____

Title _____

Signature _____

Signature _____

Date _____

Date _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2(c) whichever applied 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
 Location of business premises.
 Plot No..... Street/Road
 Postal Address

Tel No. Fax E mail Nature of Business.....
 Maximum value of business which you can handle at any one time – Kshs
 Branch

	Part 2 (a) – Sole Proprietor																
	Your name in full Age Nationality Country of origin <input type="checkbox"/> Citizenship details <input type="checkbox"/>																
	Part 2 (b) Partnership																
	Given details of partners as follows: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 40%;">Citizenship Details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.	2.	3.
Name	Nationality	Citizenship Details	Shares														
1.														
2.														
3.														
	Part 2 (c) – Registered Company																
	Private or Public State the nominal and issued capital of company- Nominal Kshs. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 60%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Nationality	Citizenship Details	Shares	1.....	2.....	3.....	4.....	
Nationality	Citizenship Details	Shares															
1.....															
2.....															
3.....															
4.....															
	Date Signature of Candidate																

If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.if Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

3. REQUEST FOR REVIEW FORM

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day 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.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

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



ANTI-CORRUPTION DECLARATION/COMMITMENT/PLEDGE

I/We/M/s

of P.O. Box declare that I/We recognize that

Public Procurement is based on a free, fair and competitive tendering process

which should not be open to abuse.

I/We.....declare that I/We will not offer or facilitate,

directly or indirectly, any inducement or reward to any member of

the Board, Management and/or staff of COUNCIL OF GOVERNORS in connection with tender/Quotation No. -----

TENDER/QUOTATION FOR THE -----

COUNCIL OF GOVERNORS in the tender, or in the subsequent performance of the contract if I/We am/are successful.

Signed by.....CEO or Authorized Representative.

Name.....

Designation.....

Designation.....

Signature..... Date.....

Declared at

Before me.....

Name.....

Signature..... Date

COMMISSIONER FOR OATHS