

EGERTON

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Egerton-
Kenya



UNIVERSITY

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TENDER No: EU/RFP/4/2024-2025

**PROVISION OF CONSULTANCY SERVICES FOR REVIEW OF MANUSCRIPT,
PUBLICATION AND PRODUCTION OF 1,500 PRINT BOOK COPIES ON THE
HISTORY OF EGERTON UNIVERSITY (EU/RFP/4/2024-2025)**

**Ag. DEPUTY CHIEF
PROCUREMENT OFFICER
EGERTON UNIVERSITY
P.O. BOX 536-20115 EGERTON**

**THE VICE CHANCELLOR
EGERTON UNIVERSITY
P.O. BOX 536-20115
EGERTON**

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SECTION I - LETTER OF INVITATION

Date 16TH August, 2024

TO:

Proposed Publishers

1. Moran (E.A.) Publishers Ltd

Book publisher in Nairobi, Kenya

Address: Judda Complex, Nairobi, Kenya

Areas served: Nairobi

Hours: Open 8 am–5 pm

Phone: +254 20 2013580

2. East African Educational Publishers Ltd

Publisher in Nairobi, Kenya

Address: PQ3H+VMV, Elgeyo Marakwet N, Nairobi, Kenya

Hours: Open 8 am–5 am

Phone: +254 722 205661

3. Phoenix Publishers

Book publisher in Ruiru, Kenya

Address: Shop No. 22, Nairobi, Kenya

Hours: Open 8 am–5 pm

Phone: +254 721 427596

4. Longhorn Publishers Plc

Publisher in Nairobi, Kenya

Address: Funzi Rd, Nairobi, Kenya

Hours: Open 8 am–5 pm

Phone: +254 708 282260

5. Oxford University Press East Africa Limited

Publisher in Nairobi, Kenya

Address: The Oxford Place, Elgon Rd, Nairobi, Kenya

Hours: Open 8 am–5 pm

Phone: +254 722 202179

6. Kenya Literature Bureau

Book publisher in Nairobi, Kenya

Address: Kijabe St, Nairobi, Kenya

Hours: Open 24 hours

Phone: +254 733 666055

7. Focus Publishers Ltd

Publisher in Nairobi, Kenya

Address: Howse & McGeorge Building, Factory St, Nairobi, Kenya

Hours: Open 8 am–5 pm

Phone: +254 20 559290

8 Top Achievers Publishers

Book store in Nairobi, Kenya

Address: Shop A 8, 1st Floor, Githaku House, River Road, Nairobi, Kenya

Hours: Open 8 am–6 pm

Phone: +254 20 237535

9 AK PUBLISHERS

Book publisher in Nairobi, Kenya

Address: THIKA SUPERHIGHWAY BLESSED HOUSE, SECOND FLOOR, OFFICE NO 20, Kenya

Areas served: Kenya and nearby areas

Hours: Open 8 am–6 pm

Phone: +254 729 931532

10. Queenex Publishers Limited

Book publisher in Nairobi, Kenya

Address: PV76+44W, Ruiru, Kenya

Hours: Open 8 am–5 pm

Phone: +254 715 808200

11. One Planet Publishing & Media Services Ltd

Publisher in Nairobi, Kenya

Address: Mombasa Road, Kenya

Areas served: Nairobi West

Hours: Open 8:30 am–5 pm

Phone: +254 792 532441

Dear Sirs,

RE: PROVISION OF CONSULTANCY SERVICES FOR REVIEW OF MANUSCRIPT, PUBLICATION AND PRODUCTION OF 1,500 PRINT BOOK COPIES ON THE HISTORY OF EGERTON UNIVERSITY (EU/RFP/4/2024-2025)

Egerton University invites sealed proposals from invited Book publishers for Provision of Consultancy Services for Review of Manuscript, Publication and Production of 1,500 Print Book Copies on the History of Egerton University (EU/RFP/4/2024-2025).

The scope of services is detailed in the terms of reference. The tender is Restricted to Invited Book publishers only.

The Request for Proposal (RFP) includes the following documents: -

Section I - Letter of invitation

Section II - Information to consultants Appendix to Consultants information

Section III - Terms of Reference Section

IV - Technical proposals Section

V - Financial proposal Section

VI - Standard Contract Form

Prices quoted should be inclusive of all taxes and delivery costs and shall remain valid for a period of 90 days from the closing date of the tender.

Prices quoted should be inclusive of all taxes and delivery costs and shall remain valid for a period of 90 days from the closing date of the tender.

Interested candidates may obtain further information from and inspect the Tender documents at the Procurement department Tender Section Njoro Campus during normal working hours and/or downloaded from the University's website at <https://www.egerton.ac.ke> or the Public Procurement

Information Portal www.tenders.go.ke free of charge.

Proposals must be accompanied by a tender security of Kshs. **50, 000.00** from a reputable bank or an insurance company approved by Insurance Regulatory Authority. The security should be valid for 150 days after the date opening of technical proposal

Each copy of technical and financial proposal shall be paginated serially, prior to submission.

Interested and eligible bidders are required to download the tender document from the websites free of charge and immediately email their names and contact details to: procurement@egerton.ac.ke for purposes of any clarification communication or addenda.

Completed tender documents are to be submitted in hardcopy and be addressed to:-

The Vice Chancellor, Egerton University,
P.O. Box 536-20115 Egerton, Kenya
Email: procurement@egerton.ac.ke

Proposals must be accompanied by a tender security of Kshs. **50, 000.00** from a reputable bank or an insurance company approved by Insurance Regulatory Authority. The security should be valid for 150 days after the date opening of technical proposal

Each copy of technical and financial proposal shall be paginated serially, prior to submission.

Proposals **MUST** be enclosed in plain sealed envelopes, marked with the **Tender Number and Name** and be deposited in the Tender Box provided at **Egerton University Procurement Department Offices, Ground Floor, Njoro Campus. The Proposals shall be** addressed to:

**Vice Chancellor,
Egerton University,
P. O. Box 536-20115, NAKURU.**

Proposals must be received on or before **Monday 26th August, 2024 at 10.00 a.m** Technical Proposals will be opened immediately thereafter in the presence of the individual consultants who choose to attend the opening at the **Procurement Department Board Room, Ground floor.**

Prices quoted should be net inclusive of all taxes, must be expressed in Kenya shillings and shall remain valid for a period of **120 days** from the closing date of the Proposal.

This invitation is restricted to invited book publishers based in Kenya. Consultants will be selected under the **Quality and Cost Based Selection (QCBS) Method** as described in this RFP Document, in accordance with the policies established in the Public Procurement and Asset Disposal Act [PPADA], 2015.

Egerton University reserves the right to accept or reject any tender and may annul the tendering process and reject all tenders at any time prior to contract award without thereby incurring any liability to the affected tenderer or tenderers.

**Ag. Deputy Chief Procurement Officer
Egerton University
P.O Box 536-20115
Egerton**

SECTION II: - INFORMATION TO CONSULTANTS (ITC)

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2.1 Introduction

- 2.1.1 The Client named in the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale of fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the RFP document shall not exceed Kshs.5,000/=
- 2.1.8 The procuring entity shall allow the tenderer to review the RFP document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

- 2.3.1 The Consultants proposal shall be written in English language
- 2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
 - (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
 - (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
 - (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.

- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters),

and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix “A” specifies otherwise.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal Submission Form.
- 2.4.5 The Proposal must remain valid for **120** days after the closing/opening date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

- 2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
- 2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked “**ORIGINAL**” or “**COPY**” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL,**” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**”

2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITC”. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.6 Proposal Evaluation General

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix “ITC”. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant’s proposal.

2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.7 Evaluation of Technical Proposal

2.7.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as indicated in the Appendix to information to consultants.

2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

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

- 2.8.3** The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4** While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5** The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix “ITC”, be as follows:-
- $Sf = 100 \times \frac{Fm}{F}$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (*T*=the weight given to the Technical Proposal; *P* = the weight given to the Financial Proposal; *T + p = 1*) indicated in the Appendix. The combined technical and financial score, *S*, is calculated as follows:- $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 2.8.6** The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.
- 2.8.7** Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8** Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 2.8.9** Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Negotiations

2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.

2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).

2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.

2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “A”.

- 2.10.3** The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.10.4** The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.5** The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.10.6** To qualify for contract awards, the tenderer shall have the following:
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - (d) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

- 2.11.1** Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

2.12 Corrupt or fraudulent practices

- 2.12.1** The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.12.2** The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.12.3** Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INFORMATION TO CONSULTANTS

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

Clause Reference

2.1.1 The name of the Client is: **Egerton University**

2.1.1 The method of selection is: **Quality and Cost Based (QCBS)**

2.1.2 Technical and Financial Proposals are requested: **Yes** **No**

The name, objectives, and description of the assignment are: _____

Manuscript assessment and evaluation, editing, proof reading, typesetting (layout and design), photo editing, indexing, cover design, publication and production of 1,500 print book copies on the history of Egerton University (EU/RFP/4/2024-2025).

2.1.3 The consultants **must familiarize themselves with the Terms of reference and the scope of the work.**

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

Egerton University
P. O. Box 536-20115
NAIROBI
E-mail: procurement@egerton.ac.ke

2.1.7 Price Charged for RFP Document: **Free**

2.2.1 Consultants may request a clarification of any of the RFP documents only up to **seven** [7] days before the proposal submission date.

2.3.3 (i) Joint Venture not applicable

2.3.3 (ii) The estimated number of professional staff months required for the assignment is; **maximum of 70 working days for each cluster** of two procuring entities indicated in Clause 9 of these TORs (i.e. **70 working days per procuring entity running concurrently**)

Minimum experience requirements for proposed professional staff are in the

Terms of Reference – Section V

2.3.4 Training is a specific component of this assignment: **No.**

2.3.4 **The tenderer shall submit one technical proposal that must:**

- Be incorporated in the Republic of Kenya, with a physical presence in the country;
- Have at least 20 years' experience in book publishing, with a bias towards books that target general readership or trade publications (samples as evidence of this will be required);
- Demonstrate ability to produce high quality books, in terms of:
 - Editorial quality – substantive editorial work, proofreading, indexing;
 - Production quality – 80 gsm paper for inside text, 250 gsm paper for the cover board, among others(samples as evidence of this will be required)
- Demonstrate ability to produce and print high quality books, finished in both paperback and hardback versions (samples as evidence of this will be required);
- Have distribution network and experience in Africa and the rest of the world;
- Be able to distribute the book in both hard copy and digital copy (ebook) in Africa and the rest of the world;
- Demonstrate ability to sustain the book in the market for posterity.
- Provide at least five Curriculum Vitae for the lead team in the project, which should include: Management, Editorial, Production, Warehouse and Distribution, Marketing.

2.4.1 The financial proposal shall be quoted in in a separate Envelope. **No claim of reimbursable will be allowed.**

2.4.2 Taxes: **All applicable taxes must be included in the Financial Proposals**

2.5.2 Consultants must submit one (1) original and **one (1 No.)** additional copy of the technical and financial proposal per cluster.

2.5.3 The proposal submission address is:

Egerton University
P. O. Box 536-20115
NAKURU

PROPOSALS TO BE DEPOSITED IN THE TENDER BOX ON GROUND FLOOR, PROCUREMENT DEPARTMENT, EGERTON UNIVERSITY MAIN CAMPUS

Information on the outer envelope should also include: **The address above and the Name Ref. Number. The financial proposals envelopes should in addition include the cluster number.**

2.5.4 **Proposals must be submitted no later than 26th August ,2024 AT 10:00am**

2.6.1 The address to send information to the Client is:

Egerton University
P. O. Box 536-20115
NAKURU

2.7.1 The Evaluation Committee shall evaluate the proposals on the basis of their responsiveness to the Mandatory Requirements of the RFP and Terms of Reference, applying the evaluation criteria as follows IN FOUR STAGES:

- Preliminary Evaluation
- Technical Evaluation
- Financial Evaluation
- Negotiation and award

A. Preliminary Evaluation Criteria (Mandatory Requirements)

The tenderer must:

- i. Submit the TWO copies of both the technical and financial proposals (One original and one copy of both technical and financial proposals)
- ii. Submit certificate of Registration/Incorporation i.e. be incorporated in the Republic of Kenya, with a physical presence in the country;
- iii. Submit a valid Tax Compliance Certificate from Kenya Revenue Authority
- iv. Copy of CR12 for limited companies issued within the last six months from the date of RFP opening.
- v. Submit a valid tender security of **Kshs. 50,000.00** from a reputable bank or an insurance company approved by Insurance Regulatory Authority. The security should be valid for 150 days after the date opening of technical proposal.
- vi. Submit a dully filled declaration form that the bidder is not debarred from participating in Public Procurement Submit a duly filed declaration form that the bidder will not engage in any corrupt practice
- vii. Have at least 20 years' experience in book publishing, with a bias towards books that target general readership or trade publications (samples as evidence of this will be required);
- viii. Demonstrate ability to produce high quality books, in terms of:
 - a) Editorial quality – substantive editorial work, proofreading, indexing;
 - b) Production quality – 80 gsm paper for inside text, 250 gsm paper for the cover board, among others (Samples as evidence of this will be required)
- ix. Demonstrate ability to produce and print high quality books, finished in both paperback and hardback versions (samples as evidence of this will be required);
- x. Have distribution network and experience in Africa and the rest of the world;
- xi. Be able to distribute the book in both hard copy and digital copy (ebook) in Africa and the rest of the world;
- xii. Demonstrate ability to sustain the book in the market for posterity.
- xiii. The submitted Proposals (Technical and Financial) MUST be sequentially serialized in the format of 1 of N,2 of N,.....N where N is the last page of the submitted proposal

B. Technical Evaluation Criteria

1. Work Plan and Methodology:

Adequacy of the proposed work plan and methodology in responding to the Terms of Reference:

Technical Approach and Methodology

Requirements		Marks
Technical Approach and Methodology	Demonstration of clear understanding of the scope of work and the relevant activities, and the methodology that should be used to conduct those activities The scope of work - 3 Marks The relevant activities - 3 Marks The Methodology - 4 Marks	10
Work plan	A work plan showing all the key activities to be conducted.	10
Capacity Qualifications of the Firm	Firm’s years of experience. Firm must demonstrate experience in similar business for at least 20 years. (Attach documentary evidence. Include 3 reference letters from client you have worked with to carry out customer satisfaction, Employee satisfaction and work environment survey or similar surveys Less than Ten years (2 marks) Ten to Nineteen years (6 Marks) More than Twenty years (10 Marks)	10

Requirements		Marks
Specific Experience of the Experts	<p>Specific experience of the tenderer experts</p> <p><u>Lead Consultant</u></p> <p>(i) Have degree in a relevant field from a recognized university. Provide a copy of the certificate (10 Marks)</p> <p>(ii) Be a member of any professional body. Provide a valid copy of membership card/certificate (10 marks)</p> <p>(iii) At least 10 years of work experience in similar related field (5 Marks.)</p> <p>(iv) Submit a copy of the CV in the format provided in this RFP document. (5 Marks)</p> <p><u>Assistant Consultant 1</u></p> <p>(i) Have degree in a relevant field from a recognized university. Provide a copy of the certificate (2.5 Marks)</p> <p>(ii) Be a member of any professional body. Provide a valid copy of membership card/certificate (2.5 marks)</p> <p>(iii) At least 5 years of work experience in similar related field (2.5 Marks.)</p> <p>(iv) Submit a copy of the CV in the format provided in this RFP document. (2.5 Marks)</p> <p><u>Assistant Consultant 2</u></p> <p>Have degree in a relevant field from a recognized university. Provide a copy of the certificate (2.5 Marks)</p> <p>(ii) Be a member of any professional body. Provide a valid copy of membership card/certificate (2.5 marks)</p> <p>(iii) At least 5 years of work experience in similar related field (2.5 Marks.)</p> <p>(iv) Submit a copy of the CV in the format provided in this RFP document. (2.5 Marks)</p>	<p>30Marks</p> <p>10Marks</p> <p>10 Marks</p>
Proof of operational capability	Having undertaken 5 similar assignment: Provide evidence in the form of record (2marks copies of signed contract /LPO on similar assignment)	10 marks
	Period of engagement for consultancy last five years (the shorter the period the more the marks) 2 years – 10 Marks 5 years – 5 Marks	10 marks
	Sub- total	100

GRAND TOTAL
Marks

100

NOTE

- The minimum technical score required to qualify for financial evaluation shall be **80 Marks**. Any bidder who fails to attain the minimum technical score will be disqualified.
- **A consultant shall not be proposed by more than one tenderer. Where this is discovered, the tenderers may be disqualified for the cluster(s) in which that consultant(s) is proposed.**

C. FINANCIAL EVALUATION CRITERIA.

2.8.1 The opening date of the financial proposal shall be the date indicated in the notification letter.

2.8.4 Preference not applicable

2.8.5 Alternative formulae for determining the financial scores is the following: **N/A**

THE COMBINED TECHNICAL AND FINANCIAL SCORES SHALL BE DETERMINED USING THE FORMULA IN CLAUSE 2.8.5. THE WEIGHTS GIVEN TO THE TECHNICAL AND FINANCIAL PROPOSALS ARE:

T= 0.80

P= 0.20

THE WINNING BIDDERS MAY BE INVITED BY THE EGERTON UNIVERSITY FOR NEGOTIATIONS.

2.9.2 The assignment is expected to commence on: **within 5 working days after the entry meeting.**

2.10 Award Criteria:

- **The tenderer with the highest combined technical and financial scores shall be awarded the contract.**
- **A tenderer shall not change the consultants that are evaluated and awarded the contract(s) unless approved by the University. Failure to this shall lead to termination of the contract(s).**

SECTION III- TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

- 3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.
- 3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.
- 3.4 Consultants should not apply to Review/Audit Procuring Entities which they have had previous dealings in the last 2 years, which may be seen as conflict of interest. If conflict of interest is discovered termination of contract will suffice.

TECHNICAL PROPOSAL

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8. Activity (work schedule)	33

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____Date]

To:_____ [Name and address of Client)

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for _____
_____ [Title of consulting services/ specify the cluster] in
accordance with your Request for Proposal dated _____ [Date] and
our Proposal. We are hereby submitting our Proposal, which includes this Technical
Proposal, [and a Financial Proposal sealed under a separate envelope-where applicable].

We understand you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]:

_____ [Name of Firm]:

_____ [Address:]:

2. FIRM'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Assignment Name:		Country
Location within Country:		Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:		Clients contact person for the assignment.
Address:		No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (Kshs)
Name of Associated Consultants. If any:		No of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of project:		
Description of Actual Services Provided by Your Staff:		

Firm's Name: _____

Name and title of signatory; _____

(May be amended as necessary)

3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

4 DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT [*specify cluster*]

5 TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm: _____ Nationality: _____

Membership in Professional Societies:

Detailed Tasks Assigned:

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving

names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience. I have also authorized the(Insert bidder's name) to use this CV with respect to this tender reference (Insert the tender number).

_____ Date:

[Original signature of staff member]
_____ Date;

[Original signature of authorised representative of the firm]

Full name of staff member:

Full name of authorized representative:

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	Months (in the Form of a Bar Chart)												Number of months	
			1	2	3	4	5	6	7	8	9	10	11	12		

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8 ACTIVITY (WORK) SCHEDULE

(a). Fieldwork Items

(Insert name of the First Procuring Entity)

[1st, 2nd, etc, are months from the start of assignment)

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

(b). Completion and Submission of Reports

Reports	Date
Inception Report	
First Draft Review Report	
Final Draft Review Report	
Final Review Report	

(Insert Name of the Second Procuring Entity)

(a) Fieldwork Items

[1st, 2nd, etc, are months from the start of assignment)

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

(b). Completion and Submission of Reports

Reports	Date
Inception Report	
First Draft Review Report	
Final Draft Review Report	
Final Review Report	

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

- 4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.
- 4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

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1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (_____) *[Title of consulting services]* in accordance with your Request for Proposal dated (_____) *[Date]* and our Proposal. Our attached Financial Proposal is for the sum of

(_____)

We remain,

Yours sincerely,

_____ *[Authorized Signature]*

:

_____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]*

_____ *[Address]*

2. SUMMARY OF COSTS

Cluster No.	Procuring Entities in Batch	Professional fees (Kshs)	Incidental Expenses	Tax (Kshs)	Sub-total (Kshs)
1.	Review				
2.	Editing				
3.	Typesetting (Text Design & Layout)				
4.	Copy editing				
5.	Proofreading				
6.	Indexing				
7.	Photo editing				
8.	Cover Design (paperback)				
9.	Printing(Softcover-1,500 copies)				
	TOTAL				

N/B

The Financial Negotiation shall include and not limited to

Negotiation of the financial proposal,

Aspect of sustainability of the Project,

Reprints and new editions in future,

Royalties,

All rights which includes mechanical production rights, electronic rights, and transaction rights

And copyright .

3. BREAKDOWN OF COSTS BY ACTIVITY¹

Group of Activities (Phase): ² _____	Description: ³ _____
Cost component	Costs (Kshs)
Remuneration ⁵	
Other costs (specify if any)	
Sub totals	

- 1 Form No.3 (Breakdown of Costs by Activity) shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form for each group of activities. The sum of the relevant Subtotals of all Forms No.3 provided must coincide with the Total Costs of Financial Proposal indicated in Form No.2 (Summary of Costs).
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form No.8 (Activity (Work) Schedule) above.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Remuneration Expenses must respectively coincide with relevant Total Costs indicated in Form No.4 (Breakdown of Remuneration per activity)

4. BREAKDOWN OF REMUNERATION PER ACTIVITY¹

Group of Activities (Phase): _____				
Name ²	Position ³	Staff-month Rate ⁴	Input ⁵ (Staff-months)	Kshs. ⁶
Professional Staff				
		[Home]		
		[Field]		
Support Staff				
		[Home]		
		[Field]		
Total Costs				

- 1 Form No.4 (Breakdown of Remuneration per activity) shall be filled for each of the Forms No.3 (Breakdown of Costs by Activity) provided.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of Professional Staff shall coincide with the ones indicated in Form No.5 (Team Composition and Task Assignments) above.
- 4 Indicate separately staff-month rate and currency for home and field work.
- 5 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
- 6 For each staff indicate the remuneration, separately for home and field work.
Remuneration = Staff-month Rate x Input.

SECTION V - TERMS OF REFERENCE

1. Background Information

Egerton University is a [Public University](#) in Kenya. It is the oldest institution of higher education in Kenya. The school was founded in 1939, and was originally named Egerton Farm School. It was established by a large land grant of 740 acres (3 km²) by [Maurice Egerton, 4th Baron Egerton](#) of [Tatton](#). The school's original purpose was to prepare white European youth for careers in agriculture. By 1955, the name had changed to Egerton Agricultural College. A one-year certificate course and a two-year diploma course in Agriculture were offered. In 1958, Lord Egerton donated another 1,100 acres (4.5 km²) of land. Soon afterwards, the college opened its doors to people of all races from Kenya and other African countries.

In 1986, Egerton Agricultural College was gazette as a constituent college of the University of Nairobi. The following year, 1987, marked the establishment of Egerton University through an Act of Parliament and chartered in 2013 under the Universities Act No 42 of 2012 with its main campus in Njoro and Nakuru City Campus College.

In 2014, the University Management assigned two University lecturers - Prof. Emilia Ilieva and Prof. Reuben Matheka - to do extensive research on the history of Egerton University, starting from 1939 to the present, with the goal of producing a book on that subject. This work included archival research, reading of secondary sources, interviews of individuals, a workshop with former and current members of staff, feedback on the draft manuscript, among others. The manuscript was completed in November 2023. The title of the prospective book is Thus Until: A History of Egerton University, 1939-2019.

The next stage of this process is to have the work assessed and the book published by the most reputable publisher.

It is, therefore, necessary to procure the services of a publisher who has excelled in the field of publishing serious educational and academic material.

2. The objects to be achieved by the procurement

The procurement has to achieve the publication of the book, that is, the book's coming out of the press, as well as its wide availability on the book market.

3. The output and deliverables expected from the person to be awarded the tender

These outputs and deliverables include:

Review, Editing, Typesetting (text design and layout), Copyediting, Proofreading

Indexing, Photo Editing, Cover design, Printing and Marketing

4. The qualifications necessary for a person to be awarded the tender

These qualifications include:

- a) A capacity in all the areas outlined above, i.e., review, editing, typesetting, copyediting, proofreading, indexing, photo editing, cover design, outsourcing a printer, and marketing.
- b) To be a member of the Kenya Publishers Association.
- c) To have been in existence for at least 20 years.
- d) To have a good distribution network, i.e., to be a member of the African Books Collective.

5. Duration of the assignment

It should take four months to complete the publishing exercise.

The minimum required experience of proposed professional Staff is:

Team Leader/ Lead Consultant:

Have degree in a relevant field from a recognized university.
Provide a copy of the certificate
Be a member of any professional body. Provide a valid copy of membership card/certificate
At least 10 years of work experience in similar related field
Submit a copy of the CV in the format provided in this RFP document.

Assistant Consultant 1

Have degree in a relevant field from a recognized university. Provide a copy of the certificate.
Be a member of any professional body. Provide a valid copy of membership card/certificate.
At least 5 years of work experience in similar related field
Submit a copy of the CV in the format provided in this RFP document.

Assistant Consultant 2

Have degree in a relevant field from a recognized university. Provide a copy of the certificate
Be a member of any professional body. Provide a valid copy of membership card/certificate
At least 5 years of work experience in similar related field
Submit a copy of the CV in the format provided in this RFP document.

ESSENTIAL DUTIES AND RESPONSIBILITIES OF THE CLIENT

- a) The University shall allow authorized representatives of service providers reasonable access to its Premises and shall provide free of all charges and expenses to the service provider such facilities and information as authorized representatives of the service provider may reasonably require in order to carry out the Consultancy services.
- b) Make arrangements for the entry and exit meetings;
- c) Qualified staff in their field of operation
- d) Brief its staff on their roles in the Consultancy process
- e) Project management and control personnel
- f) Working stations for the consultants
- g) To provide details of contacts persons, email addresses and phone numbers of the Departments to be reviewed;
- h) Nominate a liaison officer who will maintain regular contact with the consultants on matters regarding this consultancy
- i) To give the consultant any assistance that may be required during the course of execution of the contract.

ESSENTIAL DUTIES AND RESPONSIBILITIES OF THE CONSULTANT

- a) To provide his/her own work facilities, equipment, supplies and support staff he / she may require to carry out the assignment and provide the services required.
- b) To ensure that the service rendered are of acceptable quality
- c) To liaise with the University on a regular basis in order to report progress.
- d) To communicate, in writing to the University on any issues and/or concerns that may be raised by the Customers in the course of the assignment, or thereafter.
- e) To prepare all reports required as part of the assignment in a timely manner and ensure the reports are of acceptable quality. The Consultancy reports must be in conformity with the guidelines, template and format provided by the client.
- f) Maintain records relating like attendance registers for the entry and exit meetings

2. COMPETENCE AND EXPERTISE REQUIREMENTS

The consultant should have the academic and professional qualifications provided in the

Appendix to Information to Consultants provided in Section II of this RFP document.

10.0 TERMINATION OF CONSULTANCY SERVICES

Where a consultant, for any reason, fails to complete the assignment within the agreed duration or submits a report of substandard quality more than once, the client shall have the option of terminating the contract at no cost to the client.

SECTION VI - STANDARD FORMS

1. FORM OF CONTRACT

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

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Consultant shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract.
 - (ii) The Consultant shall provide the personnel listed in 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.”
- 2. Term**
- The Consultant shall perform the Services during the period commencing on _____ [Insert starting date] and continuing through to _____ [Insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.
- 3. Payment**
- A. Ceiling
For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed _____ [Insert amount]. This amount has been established based on the understanding that it includes all of 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 First Review Draft

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

Full name; _____

Title: _____

Signature; _____

Date; _____

FOR THE CONSULTANT

Full name; _____

Title: _____

Signature; _____

Date; _____

2. LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

3. TENDER SECURING DECLARATION FORM

[The Bidder shall complete this Form in accordance with the instructions indicated]

Date: [insert date (as day, month and year) of Tender Submission]

Tender No.: [insert number of tendering process]

To: [insert complete name of Purchaser]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
 - (a) our receipt of a copy of your notification of the name of the successful Tenderer; or
 - (b) thirty days after the expiration of our Tender.
4. I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:

Capacity / title (director or partner or sole proprietor, etc.)

Name:

Duly authorized to sign the bid for and on behalf of: [insert complete name of Tenderer]

Dated on day of, [Insert date of signing]

Seal or stamp

4. FORM OF TENDER SECURITY

WHEREAS(hereinafter called “the Tenderer”) has submitted his tender dated for the construction of

.....
(name of Contract) KNOW ALL PEOPLE by these presents that WE having our registered office at(hereinafter called “the Bank”), are bound unto(hereinafter called “the Employer”) in the sum of Kshs.....for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this Day of20.....

THE CONDITIONS of this obligation are:

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

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the said date.

[Date]

[Signature of the Bank]

[Witness]

[Seal]

5. REQUEST FOR REVIEW FORM

FORM FOR REVIEW

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

..... **APPLICANT (Review Board)**

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..... for (Tender description).

REQUEST FOR REVIEW

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

- 1.
- 2.

By this memorandum, the Applicant requests the Board for an order/orders that: 1.

- 2.

SIGNED(Applicant) Dated on.....day of/...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of20.....

SIGNED

Board Secretary

6. SELF DECLARATION FORMS

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

I,, of Post Office Box
being a resident of in the Republic of
do hereby make a statement as follows:-

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

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

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

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

Bidder Official Stamp

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

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

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

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

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

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

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

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

Bidder’s Official Stamp

FORM NO. 8 BENEFICIAL OWNERSHIP DISCLOSURE FORM

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful tenderer. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the Tenderer by meeting one or more of the following conditions:

- *Directly or indirectly holding 25% or more of the shares.*
- *Directly or indirectly holding 25% or more of the voting rights.*
- *Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

Tender Reference No.: _____ [insert identification no]
 Name of the Assignment: _____ [insert name of the assignment]
 to: _____ [insert complete name of Procuring Entity]

In response to your notification of award dated _____ [insert date of notification of award] to furnish additional information on beneficial ownership: _____ [select one option as applicable and delete the options that are not applicable]

D) We here by provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes/ No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes/ No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes/ No)
[include full name (last, middle, first), nationality, country of residence]			

OR

ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

OR

We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Tenderer shall provide explanation why it is unable to identify any Beneficial Owner]

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.



Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer]”

*Name of the Tenderer..... *[insert complete name of the Tenderer]_____*

*Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ** [insert complete name of person duly authorized to sign the Tender]*

Title of the person signing the Tender [insert complete title of the person signing the Tender]

Signature of the person named above [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] day of [Insert month], [insert year]

LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

TERMS OF REFERENCE AND SCOPE OF SERVICES