



KENYA VISION 2030 DELIVERY SECRETARIAT

**STANDARD TENDER DOCUMENT FOR VISION 2030
PROVISION OF CONSULTANCY SERVICES FOR STRATEGIC
CREATIVE ACTIVATION**

TENDER NO. VDS/05/2017-2018

CLOSING DATE: MONDAY, 8TH JANUARY 2018 AT 11.00AM

TABLE OF CONTENTS

	PAGE
SECTION I	INVITATION TO TENDER..... 3
SECTION II	INSTRUCTIONS TO TENDERERS..... 4
	Appendix to Instructions to Tenderers 14
SECTION III	GENERAL CONDITIONS OF CONTRACT.....16
SECTION IV	SPECIAL CONDITIONS OF CONTRACT..... 20
SECTION V	TERMS OF REFERENCE..... 22
SECTION VI	STANDARD FORMS..... 36

SECTION I INVITATION TO TENDER

DATE 22nd December 2017

TENDER REF NO:VDS/05/2017-2018-PROVISION OF CONSULTANCY SERVICES FOR STRATEGIC CREATIVE ACTIVATION

- 1.1 Kenya Vision 2030 Delivery Secretariat (VDS) invites sealed bids from eligible candidates for **Provision of consultancy services for Strategic Creative Activation**
- 1.2 Completed tender documents are to be enclosed in plain sealed envelopes marked **“VDS/05/2017-2018 – Provision of consultancy services for Strategic Creative Activation** and be deposited in the Tender Box situated at KUSCCO Centre, 2nd Floor, Kilimanjaro Road, Upperhill, Nairobi or be addressed to:

**Director General
Kenya Vision 2030 Delivery Secretariat
P.O. Box 52301-00200
NAIROBI.**

so as to be received on or before **Monday, 8th January 2018 at 11.00 a.m.** Bulky tenders which will not fit in the tender box shall be received by a procurement representative.

- 1.3 Prices quoted should be inclusive of all taxes and delivery, be in Kenya Shillings or any other freely convertible currency and shall remain valid for (90) days from the closing date of the tender.
- 1.4 Tenders will be opened immediately thereafter in the presence of the bidders or their representatives who choose to attend at the **Board Room, 2nd Floor, KUSCCO Center, Kilimanjaro Avenue off Mara Road, Upper hill.**
- 1.5 VDS is a Corruption free organization. Any corruption attempt, pressure, or influence should be reported to the DG on the address provided in clause 1.2.

DIRECTOR GENERAL

SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs. 1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Tender security form
 - xi) Performance security form
 - xii) Declaration form
 - xiii) Request for Review form

- 2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Documents

- 2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than one (1) day prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"
- 2.4.2. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5 Amendment of documents

- 2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

- 2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers.

2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

2.12.1.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.1.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

- 2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
- a) A bank guarantee.
 - b) Cash.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit
- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20
- 2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.
- 2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.12.7 The tender security may be forfeited:
- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or
 - (b) In the case of a successful tenderer, *if* the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 30 **or**
 - (ii) to furnish performance security in accordance with paragraph 31.
 - (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 60 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

- 2.14.1 The tenderer shall prepare **ONLY ONE** hard copy of the tender. The hard copy must be neatly bound with no loose attachments, arranged in the order of Terms of reference for ease of scoring and each page must be serialized.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 **Sealing and Marking of Tenders**

2.15.1 The tenderer shall seal the tender in ONE envelope,

(a) be addressed to the Procuring entity at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: **“DO NOT OPEN BEFORE”** date and time specified under the invitation to tender.

2.15.3 The OUTER envelope shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16 **Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than date and time specified under the invitation to tender.

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

2.17 **Modification and withdrawal of tenders**

2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tender’s is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 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.

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, immediately after the tender closure as specified under invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not

accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 **Conversion to a single currency**

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 **Evaluation and comparison of tenders.**

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) ***Operational Plan.***

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to

perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule.*

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following: -

- (e) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (f) Legal capacity to enter into a contract for procurement
- (g) 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
- (h) Shall not be debarred from participating in public procurement.

2.23. Contacting the procuring entity

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event

the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 The procuring entity reserves the right to accept or reject any tender and to 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 or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.26 Signing of Contract

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within Seven (7) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.26.3 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.

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instructions to Tenderers	Particulars of appendix to instructions to tenderers
2.1	1.6 The tender is for all eligible and qualified firms and the successful supplier shall be required to provide consultancy services for Strategic Creative Activation
2.11	Your proposal should be submitted with the following information: A) <u>Mandatory Documents/Information (Preliminary evaluation)</u> <i>Certified copies of:</i> 1) Certificate of Registration/Incorporation 2) Valid Tax Compliance Certificate from Kenya Revenue Authority 3) iTax Registration Certificate (<i>please note PIN and VAT certificates are NOT acceptable in place of this</i>) 4) Valid single Business License 5) Dully completed Confidential Business Questionnaire (filled, stamped and

	<p>signed by authorized signatory)</p> <p>6) Client references on client letterheads (Minimum 4)</p> <p>7) A Written self-declaration that you are not debarred from participating in Public Procurement by PPRA</p> <p>8) Proof of Financial Stability- recent 2 months bank statements and Audited Financial Statements for the last two years</p> <p>9) Affiliation (preferably but not mandatory) to global communication agency (ies)</p> <p>Note: Copy documents should be certified by a <u>Commissioner of Oaths</u> only.</p> <p><i>Except for No. 9, failure to submit the rest shall mean you are disqualified prematurely and your bid shall not proceed to technical evaluation.</i></p>
2.2.2	This tender document is provided free of charge electronically only
2.12	Tender Security/Bind Bond is not Required
2.15.1	1.7 The tender shall be prepared in one envelope system; Technical and Financial proposal combined. The outer envelope shall indicate “VDS/05/2017-2018 – Provision of consultancy services for strategic creative activation
2.24	VDS will carry out due diligence to determine to its satisfaction whether the tenderer that will be selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily
2.24.3	<p>The Criteria for the evaluation of Proposals will be as follows:</p> <p>This will be based on the technical proposal submitted in accordance with the forms provided and as per criteria under Terms of reference. The technical part will carry 60 marks while pitching carries 40. The pass mark under technical is 50/60</p> <p><i>The criteria for award will be the most technically compliant bidder. It is important to note price is of secondary importance. The salient ingredient is the concept and methodology the agency will deploy, thus pitching is of critical importance.</i></p>
Variation	In case of any variations during the contract term, the Consumer Price Index and the Central Bank’s Mean rate will be applicable

SECTION III GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS			Page
3.1	Definitions	-	20
3.2	Application	-	20
3.3	Standards	-	20
3.4	Use of contract documents and information		
3.5	Patent Rights	-	20
3.6	Performance security	-	20
3.7	Inspections and tests	-	21
3.8	Payment	-	21
3.9	Prices	-	22
3.10	Assignment	-	22
3.11	Termination for default	-	22
3.12	Termination for insolvency	-	22
3.13	Termination for convenience	-	22
3.14	Resolution of disputes	-	23
3.15	Governing language	-	23
3.16	Force majeure	-	23
3.17	Applicable law	-	23
3.18	Notices	-	23

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract, the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.5 Patent Right’s

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 Performance Security

Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

- 3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

- 3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC.

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the

case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

3.10 Termination for Default

The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.12 Termination of insolvency

The procuring entity may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13 Termination for convenience

3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15 Governing Language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.16 Force Majeure

The contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.17 Applicable Law.

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.6	Successful tender will furnish VDS a performance guarantee equal to 10% of annul sum payable under the contract valid for the first one year in the prescribed form as per tender document.
3.8	Payment will be made as and when satisfactory service has been rendered.

3.14	The dispute resolution will be referred to the Chartered Institute of Arbitrators.
3.18	KUSCCO Center, 2 nd Floor, Kilimanjaro Road, Upper Hill, Nairobi

SECTION V – TERMS OF REFERENCE (DESCRIPTION OF SERVICES)

1.1 INTRODUCTION

Kenya Vision 2030 Delivery Secretariat is a semi-autonomous government agency (SAGA) under the Office of the President whose mandate is to ensure an integrated national brand is created, harnessed and sustained for the long term. The Board’s functions include the development and implementation of strategies that build national identity and pride in every Kenyan and instill confidence in Kenya among foreigners, be they investors, development partners, tourists, visitors or foreign governments.

The Secretariat’s functions include the implementation of strategies that will ensure all projects are funded, launched and are implemented to drive and manage Kenya’s transformation process through the implementation of the goals set in the Vision 2030 blue print.

In order to implement its mandate of providing strategic leadership and aggressively marketing the Vision’s plans and achievements to its stakeholders, the Vision Delivery Secretariat (VDS) intends to hire the services of a consultant to offer strategic creative Activation consultancy.

The Assignment

The Secretariat seeks to hire the services of a consultant that will develop and execute activations or events to galvanize the Vision 2030 ideology among its audiences and communicate on the progress, milestones and benefits of the projects and specifically around the last 10 years as we celebrate the 10-year Anniversary. In addition, there will be ad hoc events following the celebrations that the agency will undertake.

Develop and execute activation proposal for;

- A national gala event
- Roadshows and market activation across all counties
- Youth sports tournament

The response of the agency shall focus on activation development, execution and review.

There will be no retainer fee as the cost quoted shall be project based.

Objectives of the Consultancy

The overall objective of this assignment is to deliver an engaging on-ground campaign that is memorable and that catapults Vision 2030 to be top of mind amongst Kenyans. In the inception of the Vision Delivery Secretariat (VDS), run a campaign dubbed “*Tunaweza*” this was a rallying call to Kenyans to support and own Vision 2030, which was subsequently followed by *Wakilisha*, *Inatendeka* and *Tunatimiza* campaigns in quick succession.

With many projects commencing and some being complete the Secretariat developed another campaign *Inatendeka*, this mainly showcases progress of the flagship projects and documented milestones to affirm that the journey to achievement of Vision 2030 is on course and affirm Governments commitment to the development agenda

In light of the above campaigns the Secretariat would like to execute a new communications campaign through activations that will highlight and showcase the achievements over the past 10 years, increase level of awareness, encourage ownership and participation of Vision 2030 by all stakeholders and inculcate Vision 2030 in another generation of Kenyans.

Scope of Work across the Consultancy Period

Vision Delivery Secretariat is looking for the services of a professional firm across the consultancy period to:

- i. Execute on ground activations that will
 - a. Celebrate 10 years of achievement
 - b. Provide a compelling and believable message on the Vision 2030 implementation
 - c. Drive Kenyan citizens towards collective ownership of the Vision 2030
 - d. Cascade to all levels of Vision 2030 stakeholders
 - e. Enhance a sense of belonging among Kenyans
 - f. Increase levels of funding and position Kenya as a viable investment destination based on the Flagship projects.

This includes but is not limited to activations at county, national and other levels as shall be agreed upon.

Expected Benefit

Through these executions, the Secretariat expects that the audiences will:

- Celebrate and understand Vision 2030
- Appreciate and understand the benefits these projects have
- Generate acceptance of the projects and stimulate the desire for individual and personal contribution towards Vision 2030

Agency Qualifications

Vision Delivery Secretariat seeks to engage an agency that will be able to:

- Provide proof of the ability to develop creative and breakthrough and execute strategic on ground activations
- Ability to execute the idea across to the key audiences and on multiple platforms in Kenya and other countries
- Provide Expertise working on major/large scale projects in both public and private sector from both a national and county perspective.

Proof of qualifications of key personnel across the consultancy period who should have the following minimum qualifications

VII. PROFESSIONAL EXPERIENCE

1. LEAD CONSULTANT

Should have at least: A post- graduate degree in either of the following, Marketing, Communication, Public Relations, International Business, Political diplomacy

- The Lead consultant/ MUST have international experience as well as graduate qualifications from an internationally recognized institution.
- Must be a member of a professional association e.g. CIM/CIPR
- Must have at least fifteen years (15) relevant experience in Marketing, Advertising, Brand Development or Public Relations
- Should Have carried out at least three (3) similar assignments prior to this assignment

2. SECTOR SPECIALISTS – ADDITIONAL CONSULTANTS

Additional consultants should be sector specialists preferably in Branding, Event Management, International Business, Research or Strategic Communications.

- Possess at least a Post-graduate Degree in the relevant fields with proven work experience.
- Support consultants should have relevant educational and professional qualifications and at least five (5) years' experience in the following fields:
 - Brand Management
 - Communication
 - Event Management
- Having carried out at least 3 similar assignments prior to the assignment

Requirements

- Certificate of registration/incorporation
- Current tax compliance certificates

Please note that if you have no proof of the above your tender will not proceed to technical evaluation

VIII. DURATION OF THE CONSULTANCY

The consultancy firm will last for one year from 1st April 2018 to 31st March 2019

IX. ROLES AND RESPONSIBILITIES

The Vision Delivery Secretariat Management team led by the Director General will be at the disposal of the hired firm to provide the required assistance during the contract period. The firm will also make presentation to the Communication and Strategy Board committee as and when required.

- The Secretariat will provide the successful agency with the research material and previous brand communication for as background information for developing the brand communication
- The firm will be expected to make a presentation of their proposal to the evaluation committee at their (firm's) cost.
- No pitch fees shall be paid to the bidders.
- Further description of the roles and responsibilities will be outlined in the contract document upon award of the tender.

Time Line

This particular contract will run initially over a period of 1 year, renewal and or extension will be based on performance evaluation.

Note: The brief below will be used to judge the suitability of the firms during the tender process

AGENCY BRIEF

CLIENT:	Vision 2030 Delivery Secretariat		
PRODUCT:	Corporate	BRIEF DATE:	22/01/2018
PROJECT:	Vision 2030 Strategic Creative Activations proposal and plan	REQUIREMENTS:	Strategy, Concept Development & Execution; Activation Plan
DELIVERABLES:	Creative Activations Proposal & Engagement Plan		

Objectives of the Assignment

The main objective of this brief is to develop an activation that will engage the Kenyan population with a view of galvanizing Kenyans to rally behind Vision 2030 - to understand the Vision 2030, its benefits to themselves and the country. More specifically the activation must demonstrate to all audiences that the projects have taken off and are ongoing and therefore major change is on the way. We also seek to assure Kenyans that we are well on track to achieve the Vision by 2030. In addition, related communication will be developed to show the progress made in various flagship projects. Future projects will include creating strong investor communication to encourage funding of the various Flagship projects through B2B initiatives.

Target Market

Kenyans aged between 7-70. Cuts across all segments on the LSM. Specific emphasis to the *mwananchi* as the past communication has been more focused to the higher LSMs. He/She is generally apathetic about the state of affairs in the country due to historical stereotypes and does not believe that the country can have any good results in any developmental agenda. He has no faith in the ability of the Government to deliver on its promises. This may be due to lack of information given the success so far. This person may even use highways such as the Thika highway everyday but his attitude has not changed and thus does not appreciate the signs of change that have begun to emerge with projects within Vision 2030 that are almost at completion. His attitude is further eroded by the challenges the country faces as most of the transformative projects are at different stages of their implementation cycle, despite the imminent transformational change through the Vision 2030.

Requirement

Creative concepts for the activation campaign

Deliverables

- Development and execution of creative activation aimed at getting Kenyans to understand their role in the branding process.
- An engagement plan that is efficient and effective with minimal resources

Requirements (Including but not limited to)

- Development of messages/tactics unique to each region showing development in each area and nationally
- Development of a plan that is fully engaging of Kenyans

Considerations

- The campaign should have a big brand feel
- Consider a launch strategy

- Consider most fitting/appropriate touch points
- Tone: Optimistic, Sincere, familiar, authentic and warm
- Should appeal on an emotional level but have long lasting impact (heart & mind)
- Consider optimized executions on limited budgets
- Consider partnerships with other Vision 2030 implementing agencies such as Kenya Railways, Kenya Highway Authority, Kenya Airports Authority, Kenya Ports Authority, amongst others.
- Integration with past communication efforts

TECHNICAL EVALUATION

VISION 2030 STRATEGIC CREATIVE ACTIVATION PLAN

NO	CRITERIA	Max. Score allocation
1.		
A	General experience and understanding of the assignment by the agency firm. Provide details of three (3) similar assignments done in the past three years Provide samples and designs of assignments previously done for strategic creative activation (attach contracts, LPO/LSOs)	15
B	Experience and performance based on four (4) clients of similar size and complexity. Provide Four recommendation letters from your major clients in last 3 years	10
2.	Methodology and Approach	
A	Agencies initiatives and comments on the TORs (these are additional ideas, suggestions or point of views that the agency is proposing to be incorporated in VDS creative communication, they should be captivating and relevant) Also give ideas to be incorporated in VDS's creative activation	4
B	Appropriateness of the agency's proposed work plan and methodology and allocation of proposed work plan: Provide distinct plan for strategic creative activation and execution of the strategy 1. The corporate brand indicating areas of synergy	6
3		
A	Lead Consultant: <ul style="list-style-type: none"> • Must have a post-graduate degree in either of the following: marketing, communication, public relations, international business or political diplomacy. • Must have at least 15 years' experience in Marketing, Advertising, Brand Development or public relations. 	10

	<ul style="list-style-type: none"> • Must have minimum academic qualification of university degree from a recognized institution (attach CVs and academic certificates) • Must have carried out at least three similar assignments prior to this one. • Must be a member of a professional body e.g. CIM/CIPR • Must have international experience 	
B	Sector Specialists- additional consultants: <ul style="list-style-type: none"> • They should be specialists preferably in branding, international business, research or strategic communications • Must have at least a post-graduate degree in the relevant fields (attach CVs and academic certificates) • Must have carried at least 3 similar assignments prior to this one. • Must have at least 5 years' experience in the following fields: <ul style="list-style-type: none"> • Brand Management • Communication • Event Management 	8
C	Overall composition and structure of the team, including allocation of tasks and its adequacy and relevance in meeting the TORs. Teams with individuals that are employees of the agency firm(s) are preferred.	3
4	The agency to show proof of the latest Technology in place: Hardware, Software, Information banks and tools to execute and manage the contract – List of the equipment (and probably pictures) that the team use (production & editing equipment)	4
Sub-total		60

Pass mark for technical is 50/60

PITCH

The following criteria shall be used to evaluate the pitch presentation. Bidding firms are advised to align their presentations with the pitch communication brief presented later in this document.

NO	CRITERIA	Max Scores
1	Understanding of the brief	4

2	Level of creativity and innovation as reflected in the presented concepts: 1. Idea generation – concept 2. Idea Application BTL 3. Idea Application on ATL; Omni-communication (Print, Radio, Out-of-Home, TV, online, mobile)	10 10 4
3	Suitability and applicability of proposed work plan, and Methodology	2
4	Evidence of use of research tools and studies in development of creative concepts for both local & international markets.	4
5	Alternative proposal(s) and justification for solution(s) recommended and value add services	3
6	Overall presentation	3
	Sub-total	40

Scores from pitching will be combined with those under technical to get 100%

SECTION VI - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. CV's for Managerial and key staff form
9. Clients Reference form
10. Contractors Qualification Information

1. FORM OF TENDER

Date _____

Tender No. _____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers, the of which is hereby duly acknowledged, wed, the undersigned, offer to provide. [description of services] in conformity with the said tender documents for the sum of. [total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20
[signature] *[In the capacity of]*

Duly authorized to sign tender for and on behalf of _____

Name of the Firm

Name of signatory:

In the capacity of:.....

Authorized Signature:

Company Rubber Stamp/.....

2. PRICE SCHEDULE

ITEM No.	ITEM DESCRIPTION	TOTAL COST
	Provision of consultancy services for strategic creative activation	

3. CONTRACT FORM

THIS AGREEMENT made the ___ day of _____ 20___ between..... [name of procurement entity] of [country of Procurement entity] (hereinafter called “the Procuring entity”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz..... [brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) the Tender Form and the Price Schedule submitted by the tenderer;
 - b) the Schedule of Requirements;
 - c) the Technical Specifications;
 - d) the General Conditions of Contract;
 - e) the Special Conditions of Contract; and
 - f) the Procuring Entity’s Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____.

4. CONFIDENTIAL BUSINESS QUESTIONNAIRE

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.

<p>Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises</p> <p>Plot No,Street/Road.....</p> <p>Postal addressTel No.Fax:.....</p> <p>Email Website:.....</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers.....</p> <p>Branch.....</p>

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p> <p>.....</p>																				
	<p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>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> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>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> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p>Date.....Signature of Candidate.....</p>																				

TENDER SECURITY FORM

Whereas[name of the tenderer]

(hereinafter called “the tenderer”) has submitted its tender dated..... [date of submission of tender] for the provision of[name and/or description of the services] (hereinafter called “the Tenderer”).

KNOW ALL PEOPLE by these presents that WE.....Of.....having registered office at [name of procuring entity](hereinafter called “the Bank”)are bound unto.....

[name of procuring entity] (hereinafter called “the procuring entity”) in the sum offor which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of 20_____.

THE CONDITIONS of this obligation are: 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

- a) fails or refuses to execute the Contract Form, 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 Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both 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 above date.

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

5. PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS..... [name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____
[reference number of the contract] dated _____20____to

supply.....

[Description services] (Hereinafter called “the contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [*amount of the guarantee in words and figures*],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [*amount of guarantee*] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day _____ of 2017.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

6. BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

.....

[name and address of tenderer] [hereinafter called "the tenderer"] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of
[amount of guarantee in figures and words].
We, the

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding
[amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

7. FORMAT OF CV'S FOR LEAD CONSULTANT AND SUPPORT 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 degrees 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 this data correctly describes me, my qualifications and my experience.

.....Date: (Signature of staff member)

..... Date:

(Signature of authorized representative of the firm)

Full name of staff member:

Full name of authorized representative:

8. CLIENTS REFERENCE FORM

Using the format below, give details where you have performed similar assignments

ASSIGNMENT NAME	COUNTRY
Location within country:	No. of professional staff provided by your firm/entity
Name of client and name of contact person:	No. of employees:
Address (Postal Address and telephone contact)	No. of staff - months, duration of assignment:
Start Date: Completion Date (month/year)	Approximate contract value of goods/services (Kshs.)
Names of Associated firms (sub-contracted) if any:	No. of months of professional staff provided by associated firms
Names of senior staff involved in the assignment	
Narrative Description/scope of the project	
Description of actual services provided by your staff	

Name of the Firm

Name of Signatory:

In the capacity of:.....

Authorized Signature:

Company Rubber Stamp/Seal.....

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

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.....of
.....20...

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...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED
Board Secretary