



**EWASO NGIRO SOUTH RIVER BASIN DEVELOPMENT AUTHORITY**

**REQUEST FOR PROPOSAL**

**FOR**

**PROVISION OF SCHEME ADMINISTRATION SERVICES AND FUND MANAGER OF  
EWASO NGIRO SOUTH DEVELOPMENT AUTHORITY STAFF PENSION SCHEME**

**REF NO. ENSDA/RFP/05/ 2016-2017**

**Date: 9<sup>TH</sup> MAY 2017**

**PROCURING ENTITY:**

**Ewaso Ngiro South River Basin  
Development Authority  
P.O Box 213 – 20500 Narok  
Email: md.ensda@gmail.com**

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## SECTION I - LETTER OF INVITATION

To \_\_\_\_\_  
\_\_\_\_\_

Date 9<sup>TH</sup> MAY 2017

Dear Sir/Madam,

- 1.1 Ewaso Ngiro South Development Authority invites proposals for provision of scheme administrator services and fund manager of its staff pension scheme.
- 1.2 Bidders must provide Original Tender Security of **Kenya Shillings 200,000.00** in the form of a Banker's guarantee or an Insurance Company Guarantee issued by an insurance firm approved by the Public Procurement Oversight Authority (PPOA), cash, letter of credit or guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund valid for 120 days from the date of tender opening in the format provided in the tender document
- 1.3 The request for proposal (RFP) includes the following documents;

Section I	-	Letter of invitation
Section II	-	Information to Candidate
Section III	-	Terms of reference
Section IV	-	Technical proposal
Section V	-	Financial proposal
Section VI	-	Standard Contract Form (where applicable)
- 1.4 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for **60** days from the closing date of tender
- 1.5 Interested eligible candidates may obtain further information and inspect and collect tender documents at **Ewaso Ngiro South River Basin Development Authority Head office in Narok, off Narok - Bomet road** during normal working hours from 8.00a.m to 5.00 p.m on Mondays to Fridays.
- 1.6 On receipt of this SRQ (C & D) please prepare both technical and financial proposals (**one original and one copy**) to be submitted in plain sealed envelopes marked with Tender name and reference number and deposited in the Tender Box at **Ewaso Ngiro South River Basin Development Authority Head office in Narok, off Narok - Bomet road**.

The proposals should be addressed to;

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EWASO NG'IRO SOUTH RIVER BASIN DEVELOPMENT AUTHORITY IS ISO 9001:2008 Certified <sup>3</sup>



**The Managing Director  
Ewaso Ngiro South River Basin  
Development Authority  
P.O Box 213-20500  
Narok – Kenya**

So as to be received on or before **1430 hrs, 23<sup>rd</sup> May 2017.**

- 1.7 All pages in the tender document must be initialled and bound together.
- 1.8 Late or incomplete proposals shall not be accepted.

**Yours sincerely.**

**Ambrose Lelesit  
For Managing Director**

## SECTION II - INSTRUCTIONS TO CANDIDATES

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## SECTION II - INFORMATION TO CANDIDATES

### 2.1 Introduction

- 2.1.1 ENSDA will select a candidate among those invited to submit in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The candidates are invited to submit a technical proposal and a financial proposal for consulting services required for the assignment stated in the letter of invitation (Section I)
- 2.1.3 In the assignment where the procuring entity intends to apply standard conditions of engagement and scales of fees for professional services, which scale of fees will have been approved by a relevant authority, a technical proposal only may be invited and submitted by the candidate. In such a case the highest ranked candidate in the technical proposals shall be invited to negotiate a contract on the basis of the set scale of fees. The technical proposals will be the basis for contract negotiations and ultimately for a signed contract with the selected candidate.
- 2.1.4 The candidates must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their proposals. To obtain adequate information on the assignment and on the local conditions, candidates are encouraged to liaise with the procuring entity regarding any information that they may require before submitting a quotation.
- 2.1.5 The client will provide the inputs and services specified in the special conditions of contract needed to assist the candidate to carry out the assignment.
- 2.1.6 The cost of preparing the proposal and negotiating the contract including any visit to the procuring entity are not reimbursable as a direct cost of the assignment. The procuring entity is not bound to accept any of the quotations submitted.
- 2.1.7 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

### 2.2 Clarification and amendment to the RFP documents

- 2.2.1 Candidates may request clarification of any of the RFQ (C & D) documents not later than Seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to the procuring entity's address indicated in the special conditions of contract. The procuring entity will respond by post, fax or email to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all candidates invited to submit proposals.
- 2.2.2 At any time before the deadline for submission of the proposals, the procuring entity may for any reason, either at its own initiative or in response to a clarification requested by any candidate amend the RFQ (C&D). Any amendment shall be issued in writing, fax or email to

all invited candidates and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the quotations.

## **2.3 Preparation of Quotations**

2.3.1 The individual consultant's proposal shall be written in English language.

2.3.2 In preparing the Technical proposal, the candidates are expected to examine the documents consisting the RFQ (C&D) in detail. Material deficiencies in providing the information requested may result in rejection of a Quotation.

2.3.3 While preparing the Technical proposal, the candidate must give particular attention to the following:

- (a) If candidate considers that it does not have all the expertise required for the assignment it may suggest in the proposals other person(s) who will assist in the assignment but they will not be party to the contract for the purpose of the performance of the assignment. A candidate will not propose other candidates invited to submit quotations for the assignment. Any candidate in contravention of this requirement shall automatically be disqualified.
- (b) For all the staff who will be involved in the assignment a candidate must indicate their responsibility in the assignment and also the staff time as necessary.
- (c) The curriculum vitae (CV) of the staff proposed must be submitted with the quotation

2.3.4 The Technical proposal shall provide the following information;

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

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

## **2.4 Financial Quotation**

2.4.1 In preparing the financial quotation, the candidate is expected to take into account the time required in completing the assignment as outlined in the RFQ (C&D). The financial quotation will therefore be quoted in fees per day or month. The financial quotation may also include other costs as necessary, which will be considered as reimbursable. It will then give the total cost of the assignment.

- 2.4.2 The Financial quotation should include the payable taxes.
- 2.4.3 The fees shall be expressed in Kenya Shillings.
- 2.4.4 The Financial quotation must remain valid for 30 days after the submission date. During this period the candidate is expected to keep available at his own cost any staff proposed for the assignment. The procuring entity will make best efforts to complete negotiations within this period. If the procuring entity wishes to extend the validity period of the quotation, the candidates who do not agree, have the right not to extend the validity of their quotations.
- 2.4.5 The financial quotation must comply with the law governing the profession of the candidate.

## **2.5 Submission, Receipt and opening of quotations**

- 2.5.1 The technical proposal and the financial quotation (if required) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the candidates. Any such corrections must be initiated by the candidate.
- 2.5.2 For each quotation the candidates shall prepare the quotations in the number of copies indicated in the special conditions of contract. Each Technical proposal and Financial quotation shall be marked “ORIGINAL” or “COPY” as appropriate. If there are any discrepancies between the original and the copies of the quotation, 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 quotation in a sealed envelope duly marked “FINANCIAL QUOTATION. Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring entities address and other information indicated in the appendix to the instructions to candidates and clearly marked “DO NOT OPEN before 23<sup>rd</sup> May 2017 at 2.30 pm.
- 2.5.4 The completed Technical proposal and Financial quotations must be delivered at the submission address on or before the time and date of the submission of the quotations indicated in the appendix to the instructions to candidates. Any quotations received later than the closing date for submission of quotations shall be rejected and returned to the candidate unopened. For this purpose the inner envelope containing the technical and financial quotations will bear the address of the candidate submitting the quotations.
- 2.5.5 After the deadline for submission of quotations the outer envelope and the technical quotations shall be opened immediately by the opening committee. The financial quotations shall be marked with the candidates number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening it.

## **2.6 Evaluation of the Quotations (General)**



- 2.6.1 From the time the quotations are opened to the time of the contract award, if any candidate wishes to contact the procuring entity on any matter relating to the quotation should do so in writing at the address indicated in the appendix to the instructions to candidates. Any effort by a candidate to influence the procuring entity's staff in the evaluation of quotation companion proposals or awards of contract may result in the rejection of the candidate quotation.
- 2.6.2 The Technical evaluation committee shall have no access to the Financial quotation, which in any case will remain sealed, until the technical evaluation is concluded or finalized.

## **2.7 Evaluation of Technical Proposals**

- 2.7.1 The evaluation committee appointed by the procuring entity to evaluate the quotations shall carry out the evaluation of technical proposals following the criteria set out in the terms of reference based on the following points criteria

Where there is a conflict between the provisions of Instruction to tenderers and this appendix, the provisions of this appendix shall prevail

The selection method shall be Quality and Cost Based Selection (QCBS) Tenders shall be submitted in a **two envelope systems (Envelope A - Technical Submission and Envelope B - financial Submission)** the two sealed envelopes shall then be sealed in an **outer envelope** bearing the tender number and name and a statement '**DO NOT OPEN BEFORE .....**

## **TECHNICAL EVALUATION**

- 2.7.2 Any quotation which will be examined and found not to comply with all the requirements for submission of the quotations will be declared non responsive. All the quotations found to have complied with all the requirements for submission of quotation shall be declared responsive by the evaluation committee
- 2.7.3 Each responsive quotation will be given a technical score (ST). any technical proposal which fails to achieve the total minimum score indicated in the appendix to the information to tenderers shall be rejected at this stage and will not proceed to the next stage of evaluation. The respective financial quotation will be returned to the individual consultant unopened.
- 2.7.4 The technical evaluation may be simplified where the assignment is not complex in which case merit points will not be used.

## **2.8 Opening and Evaluation of Financial Quotation**

- 2.8.1 After completion of the evaluation of Technical proposals the procuring entity shall notify the candidates whose proposal did not meet the minimum technical score or were declared non responsive to the RFA (C&D) and terms of reference. The notification will indicate that their

financial quotations shall not be opened and will be returned to them unopened after the completion of the selection process and contract award. At the same time, the procuring entity shall simultaneously notify the candidates who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by the procuring entity for opening their financial quotations. They will also be invited to attend the opening ceremony if they wish to do so.

2.8.2 The financial quotations shall be opened by the procuring entity in the presence of the candidates who choose to attend the opening. The name of the candidate, the technical score or the technical evaluation result and the proposed fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial quotation.

2.8.3 The formulae for determining the financial score (SF) unless an alternative formula is indicated in the appendix to the information to tenderers shall be as follows:

**Financial Evaluation**

<p>The financial proposal shall be prepared and submitted by the candidate, it shall contain the following ;</p> <ul style="list-style-type: none"> <li>i) Submission letter indicating total fee</li> <li>ii) Summary of costs</li> <li>iii) Breakdown of fee per activity</li> <li>iv) Breakdown of reimbursable costs/expenses per activity</li> <li>v) Miscellaneous expenses</li> </ul> <p>The formula for determining the financial score is as follows;</p> $SF = FM/F*100$ <p>Where; SF – Financial Score  FM – Lowest Financial Proposal  F - Financial Proposal under consideration</p> <p>The weight given to the technical proposal is 80% and for financial proposal is 20%</p> <p>The lowest financial bid will be given maximum financial score</p> <p>The award criteria shall be a combination of Technical and financial scores of responsive bidders.</p>	
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- 2.8.4 The candidates quotations will be ranked according to their combined technical score (st) and financial score (sf) using the weights indicated in the appendix to the candidates.

The candidate achieving the highest combined technical and financial score will be invited for negotiations.

## **2.9 Negotiations**

- 2.9.1 Negotiations will be held at the same address indicated in the appendix to the information to candidates. The purpose of the negotiations is for the procuring entity and the candidate to reach agreements on all points regarding the assignment and sign a contract.
- 2.9.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the candidate to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.
- 2.9.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the candidate whose proposal achieved the second highest score to negotiate a contract.

## **2.10 Award of Contract**

- 2.10.1 The contract will be awarded before commencement of negotiations. After negotiations are completed the procuring entity will promptly notify the other candidates that they were unsuccessful and return the financial quotations of the candidates who did not pass technical evaluation.
- 2.10.2 The selected candidate is expected to commence the assignment on the date indicated in the appendix to the instructions to tenderers or any other date agreed with the procuring entity at the time of the contract award. Both parties will sign the contract.

## **2.11 Confidentiality**

- 2.11.1 Information relating to evaluation of quotations and recommendations of contract award shall not be disclosed to the candidates who submitted the quotation or to other persons not officially concerned with the process, until the winning candidate has been notified that he/she has been awarded the contract.

## **SECTION III - TERMS OF REFERENCE (TOR)**

### **TERMS OF REFERENCE (TOR) FOR EWASO NGIRO SOUTH DEVELOPMENT AUTHORITY PENSION SCHEME ADMINISTRATION SERVICES**

#### **1. INTRODUCTION**

##### **1.1 Background**

EwasoNgiro South River Basin Development Authority (ENSDA) is a state corporation established by act of parliament (cap 447 of laws of Kenya (1989). It started its operations in 1991 and covers four (4) Counties; Narok, Kajiado and parts of Nakuru and Nyandarua, with an area 47,094 km<sup>2</sup>.

The Ewaso Ngiro South Development Authority Staff Pension Scheme has a membership of over 130 and an asset base of about KShs 110Million

##### **1.2 Purpose**

Since Pension scheme administration is a specialised field that requires certain professional skills to ensure smooth management and running of the Scheme. A well-administered scheme reflects well on members' perceptions of the Scheme. Therefore, selecting the appropriate administration arrangements for the Scheme is an important Trustee decision.

#### **2.0 SCOPE OF SERVICES FOR THE ADMINISTRATOR**

Scheme administration is a critical and integral part of the day-to-day management of any retirement benefits scheme. The responsibilities and duties of the scheme administrator are many and varied. The scheme administrator is usually involved right from the inception of a retirement benefits scheme up to such time the scheme is wound up, should such an eventuality arise.

The key duties and responsibilities of scheme administrators may be summarised in the following four categories: benefit administration, financial services, secretarial services, documentation and compliance services and member communication.

## **Benefit Administration Services**

A key focus of effective benefit administration is the ability to keep, update and retrieve individual member's information quickly and efficiently. Data integrity is critical for effective and smooth administration.

The specific duties and responsibilities under Benefit Administration Services Include:

- Keeping, maintaining and updating all records of contributing members, deferred pensioners and current pensioners;
- Calculating all members' benefits payable under the Scheme e.g. withdrawals, pensions, etc;
- Facilitating prompt payment of benefits to members;
- Provision of advance notice of retirement listings to the Trustees; and
- Communicating with the Retirement Benefits Authority, Commissioner of Income Tax and the other regulatory authorities.

## **Finance Services**

The need for efficient and effective book keeping and timely preparation of accounts is also a key aspect of scheme administration.

As part of a comprehensive service offering the appointed Scheme Administrator should provide Trustees with the following finance services:

- Service bank accounts;
- Maintain cash books, draw cheques and provide on-going book keeping;
- Process receipts and invoices;
- Keep audit trails;
- Receive contributions and pass (after payment of any benefits) to custodian;
- Preparing regular accounts for auditing as required by the Retirement Benefits Act 1997 and liaising with the auditors during the annual audit;
- Prepare cash flow forecast including budget for approval of the Trustees in timely manner; and
- Liaise with auditor and actuary to ensure independent audit and actuarial reports are received in time.

## **Secretarial Services**

The Scheme Administrator may also act as the Secretary to the Board of Trustees or assist the Board Secretary in fulfilling their secretarial duties. This is one of the most neglected areas of retirement scheme management and yet is integral for good governance practice.

Some of the secretarial services that may be provided by the Scheme Administrator include:

- Arranging and attending all Trustees meetings (at least a minimum of 4 meetings per annum);
- Arranging for attendance of other advisors as required at Board meetings;
- Preparing and distributing agendas and notices of Board meetings;
- Preparing and distributing papers and reports as required for Board meetings and other forums as required by Board;
- Taking minutes, updating and maintaining the minute book;
- Presenting reports at trustee meetings and following up on action points; and
- Liaising with other Scheme advisors e.g. fund managers and custodians as instructed by Trustees.

### **Documentation and Compliance**

On-going compliance should be one of the key goals of any retirement scheme trustees and hence compliance status of the Scheme should be monitored and reviewed on a regular basis.

In line with good governance practice and as a key risk management strategy Trustees should also ensure that all legal documentation is prepared and reviewed on a regular basis to avoid undue legal exposure.

The Scheme Administrator should assist the Trustees on aspects covering documentation and compliance by carrying out the following duties:

- Liaising with lawyers on the reviewing of the Trust Deed and Rules and consulting on any necessary recommendations;
- Arranging with the lawyers the drawing up of Deeds of Appointment/Retirement of trustees;
- Ensuring that the scheme is registered with the regulators and any amendments to the Trust Deed and Rules is advised accordingly;
- Updating and providing information on the scheme to members, the employer, actuaries and investment managers;
- Providing the Retirement Benefits Authority with statutory information as required by the Retirement Benefits Act 1997 and where necessary the commissioner of Income Tax as required by the Income Tax (Retirement Benefits) Rules; and
- Advising the Board of Trustees on the statutory requirements of the Retirement Benefits Act 1997, Retirement Benefits Regulations 2000, the Trustees Act 1982, the Income Tax Act and the Income Tax (Retirement Benefits) Rules and other relevant legislation.

### **Communicating to Members**

Regular communication to members is not only a regulatory requirement but also a useful risk management strategy. Usually members complaints to the Regulator have been occasioned by either lack of adequate information or mis-interpretation of information provided. This function therefore needs to be actively and sensitively managed to develop a favorable perception amongst members of the Scheme.

The Scheme Administrator Should provide this service by:

- Regularly communicating to the members to ensure that they are aware of their rights;
- Completing all documentations required in the event of a member leaving the scheme including: statements of benefit entitlement;
- Advising members of the benefits options when they leave service or take retirement;
- Providing members with annual benefits statements and/or membership certificates; and
- Arranging for the members' annual general meetings or traveling to explain members issues concerning the scheme; and
- Responding promptly to telephone or written enquiries from members.

#### **. TENDERER'S ELIGIBILITY AND QUALIFICATIONS**

The tenderer shall furnish as part of its tender, documents showing that it is accredited to deal directly with Pension Administration Services. The documentary evidence of the tenderer's qualification to perform the contract shall include the following:

- The tenderer must be administering reputable pension scheme and registered with Retirement Benefit Authority. The tenderer should have been an Administrator during the past 10 years. Evidence in this regard must be provided in terms of List of schemes and their references.
- The tenderer should be a legal entity having an office in Kenya and must have necessary registration for carrying out such or related business in Kenya. All documents to proof are required to be submitted.
- The tenderer must provide proof of having the required staff to provide technical support to ENSDA.

## TERMS OF REFERENCE FOR PROVISION OF FUND MANAGEMENT SERVICES

The Board of Trustees of Ewaso Ngiro South Development Authority Staff Pension Scheme invites proposals which should highlight the following;

1. Company Financial Strength
2. The ownership structure.
3. Experience and Understanding of local and offshore markets
4. Investment in Research
5. Understanding of other fund management services
6. Period of operation in the Kenyan market
7. Clear fund management philosophy
8. Development of fund management strategy capability
9. Human resources and qualifications
10. Risk appreciation and evaluation competence
11. Client base
12. Flexibility and adaptability to client needs
13. Quality of reporting
14. Performance focus
15. Internal controls
16. IT Resources
17. Disaster recovery plan
18. Professional indemnity insurance
19. Fees

In formulating the tender, the following should be taken into consideration:

1. Type of Scheme : Defined Contributions Pension Scheme
2. Current Investment Structure : Guaranteed
3. Scheme Value : Startup, Expected contributions is 1 Million.
4. Membership : 130 Members



## **SECTION V- FINANCIAL QUOTATION (FQ)**

### **Notes on the Preparation Financial Quotation**

The financial quotation shall be prepared and submitted by the candidates. It shall contain the following.

- (a) Submission letter indicating total fees
- (b) Summary of costs
- (c) Breakdown of fees per activity
- (d) Breakdown of reimbursable costs/expenses per activity
- (e) Miscellaneous expenses

*(to be prepared by the candidate as appropriate)*

## **SECTION VI- STANDARD FORMS**

### **STANDARD CONTRACT FORM**

CONSULTANCY/DESIGN  
(Lump-sum payment)

The contract form shall be completed by the procuring entity after the award of the contract and negotiation of the contract. It will be signed by both parties pursuant to the information to Candidates clause 2.10.2

## **SECTION VI- STANDARD CONTRACT FORM**

### **CONSULANCY/DESIGN (lump-sum payments)**

This Agreement, [hereinafter called “the Contract”) is entered into this \_\_\_\_\_ [insert starting date of assignment], by and between.

\_\_\_\_\_ [insert Client’s name] of [or whose registered office is situated at] \_\_\_\_\_ [insert Client’s address] (hereinafter called “the Client”) of the one part AND

\_\_\_\_\_ [insert Consultant's name] of [or whose registered office is situated at] \_\_\_\_\_ [insert Consultants address ] (hereinafter called "the Consultant") of the other part.

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:-

1. **Services**
  - (i) The Consultant shall perform the Services specified in Appendix A, "Terms of Reference and Scope of Service, "which is made an integral part Of this Contract.
  - (ii) The Consultant shall provide the personnel listed Appendix B, "Consultant's Personnel," to perform the Services.
  - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, " Consultant's Reporting Obligations."
  
2. **Term** The Consultant shall perform the Services during the period commencing on \_\_\_\_\_ [insert starting date] and through to \_\_\_\_\_ [insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.
  
3. **Payment**
  - A. **Ceiling**

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

The schedule of payments is specified below  
*(Modify in order to reflect the output required as described in Appendix C.)*  
Kshs. \_\_\_\_\_ upon signing the contract.

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** Kenya 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 \_\_\_\_\_



**REQUEST FOR REVIEW FORM**

**FORM RB 1**

**REPUBLIC OF KENYA  
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of  
.....dated the...day of .....20.....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**

