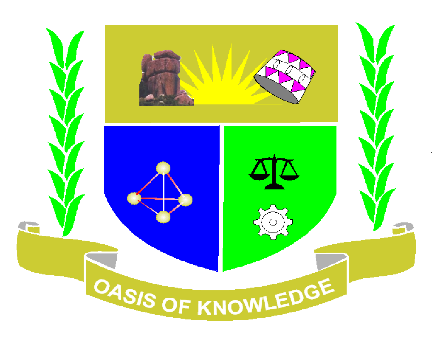
****

**JARAMOGI OGINGA ODINGA UNIVERSITY**

**OF SCIENCE AND TECHNOLOGY STAFF RETIREMENT BENEFITS SCHEME**

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**PROVISION OF SURVEY AND VALAUTION SERVICES**

**TENDER NO. JOOUST/SRBS/PQ/**

**CLOSING DATE IS FRIDAY, 25TH AUGUST, 2017 AT 10.00AM**

# TABLE OF CONTENTS

Page

## INTRODUCTION ………………………………………………………. 3

### SECTION I - LETTER OF INVITATION ……………….. 4

SECTION II - INFORMATION TO CONSULTANTS…… 5

SECTION III - TERMS OF REFERENCE………………………. 12

SECTION IV - TECHNICAL PROPOSAL………………………. 16

SECTION V - FINANCIAL PROPOSAL……………………….. 17

SECTION VI - STANDARD CONTRACT FORM……………….. 18

## INTRODUCTION

1. This Standard Request for Proposals for selection of individual professional consultants has been prepared for use by Public Entities in Kenya. It has been found necessary for selection of individual consultants who are also regulated by their professional institutions or associations as opposed to selection of consultants who could be either individuals or body corporate.
2. This Request for proposals will be used for open tendering, restricted tendering or request for proposals.
3. The general conditions of contract in the Standard contract Form should not be modified and instead the special conditions of the contract may where necessary be modified by the procuring entity, for use, to reflect the unique circumstances of the particular assignment.

#### SECTION I - LETTER OF INVITATION

Dear Sir/Madam,

* 1. JOOUST-RBS invites proposals for the following services –Provision of land survey and or valuation services on**South/Sakwa/Migwena/472 (7.9 Acres*)*** *and***South/Sakwa/Barkowino/1071(12 Acres *to JOOUST-RBS Staff Retirement Benefits Scheme (JOOUST-RBS).*** More details of the services are provided in the terms of reference herein.
  2. The request for proposal (RFP) includes the following documents;

Section I - Letter of invitation

Section II - Information to Consultants

Section III - Terms of reference

Section IV - Technical proposal

Section V - Financial proposal

Section VI - Standard Forms

* 1. On receipt of this RFP please inform us

1. that you have received the letter of invitation; and
2. whether or not you will submit a proposal for the assignment
3. the completed RFP document in plain sealed envelope with tender reference no. and marked
4. Provision of land survey and or valuation services on**South/Sakwa/Migwena/472 (7.9 Acres*).***

1. Provision of land survey and or valuation services on**South/Sakwa/Barkowino/1071(12 Acres**

And addressed to the:

The Chairperson,

Jaramogi Oginga Odinga University of Science of Technology,

Staff Retirement Benefits Scheme,

P.O. Box 210-40601

BONDO.

The completed tender document MUST be placed in the tender box in the administration block on or before Monday**, 28th August**, **2017 at 2.00pm**

Yours Sincerely,

**Chairperson-JOOUST-RBS**

SECTION II - INFORMATION TO CONSULTANTS

# Table of Contents

### Page

* 1. Introduction………………………………………………….. 6
  2. Clarification and amendments to the RFP documents……….. 6
  3. Preparation of proposals……………………………………….. 7
  4. Financial proposal……………………………………………. 8
  5. Submission receipt and opening of proposals ………………… 8
  6. Evaluation of proposals (General)…………………………….. 9
  7. Evaluation of Technical proposals…………………………….. 9
  8. Opening and evaluation of Financial proposals………………. 10
  9. Negotiations…………………………………………………… 11
  10. Award of Contract……………………………………………… 12
  11. Confidentiality………………………………………………… 12

#### SECTION II - INFORMATION TO CONSULTANTS

* 1. **Introduction**
     1. JOOUST-RBS will select an individual consultant among those invited to submit proposals or those who respond to the invitation for proposals in accordance with the method of selection detailed under this section and consistent with the regulations.
     2. Each consultant can apply for both or either one of the advertised consultancy services.
     3. The consultants 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).
     4. In the assignment where the procuring entity intends to apply standard conditions of engagement and scales of fees for professional services, which scale of fees will have been approved by a relevant authority, a technical proposal only may be invited and submitted by the consultants. In such a case the highest ranked individual consultant 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 individual consultant.
     5. The consultants must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their proposals. To obtain adequate information on the assignment and on the local conditions, consultants are encouraged to liase with the procuring entity regarding any information that they may require before submitting a proposal.
     6. The client will provide the inputs and services specified in the special conditions of contract needed to assist the individual consultant to carry out the assignment.
     7. The cost of preparing the proposal and negotiating the contract including any visit to the procuring entity are not reimbursable as a direct cost of the assignment. The procuring entity is not bound to accept any of the proposals submitted.
     8. The procuring entity’s employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.
  2. **Clarification and amendment to the RFP documents**

2.2.1 Individual consultant may request clarification of any of the RFP documents not later than Seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to the procuring entity’s address indicated in the special conditions of contract. The procuring entity will respond by post, fax or email to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all individual consultants invited to submit proposals.

* + 1. At any time before the deadline for submission of the proposals, the procuring entity may for any reason; either at its own initiative or in response to a clarification requested by an intended individual consultant amends the RFP. Any amendment shall be issued in writing, fax or email to all invited individual consultants and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the proposals.
    2. Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
    3. 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.
  1. **Preparation of proposals**
     1. The individual consultant’s proposal shall be written in English language.
     2. In preparing the Technical proposal, the individual consultants are expected to examine the documents consisting the RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
     3. While preparing the Technical proposal, the individual consultant must give particular attention to the following:

1. If an individual consultant considers that he/she does not have all the expertise required for the assignment he/she may suggest in the proposals other individual(s) who will assist in the assignment but they will not be party to the contract for the purpose of the performance of the assignment. An individual consultant will not propose other individual consultants invited to submit proposals for the assignment. Any individual consultant in contravention of this requirement shall automatically be disqualified.
2. For all the staff who will be involved in the exercise of the proposals to consultant must indicate their responsibility in the assignment and also the staff time as necessary.
3. The curriculum vitae (CV) of the staff proposed must be submitted with the proposal.
   * 1. **The Technical proposal shall provide the following information;**
4. The individual consultants CV and a brief of any recent experience of assignment of a similar nature for the last 5 yrs. For each assignment the brief should indicate the profiles of staff involved, contract amount and the individual consultant’s involvement.
5. Any comments or suggestions on the Terms of Reference and a list of service and facilities requested to be provided by the procuring entity.
6. A description of the methodology and work plan for performing the proposed assignment.
7. Any additional information requested in the special conditions of contract.
   * 1. The Technical proposal shall be separate from the financial proposal and shall not include any financial information.

2.4 **Financial proposal**

* + 1. In preparing the financial proposal, the individual consultants are expected to take into account the time required in completing the assignment as outlined in the RFP documents. The financial proposal may also include other costs as necessary, which will be considered as reimbursable.
    2. The Financial proposal should include the payable taxes.
    3. The fees shall be expressed in Kenya Shillings.
    4. The Financial proposal must remain valid for 90 days after the submission date. During this period the individual consultant is expected to keep available at his own cost any staff proposed for the assignment. The procuring entity will make best efforts to complete negotiations within this period. If the procuring entity wishes to extend the validity period of the proposals, the consultants who do not agree, have the right not to extend the validity of their proposals.
    5. The financial proposal must comply with the law governing the profession of the consultant.
  1. **Submission, Receipt and opening of proposals**

2.5.1 The technical proposal and the financial proposal (if required) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the individual consultants. Any such corrections must be initiated by the individual consultant.

* + 1. For each proposal the individual consultants shall prepare the proposals in the number of copies indicated in the special conditions of contract. Each Technical proposal and financial proposal shall be marked “ORIGINAL” or “COPY” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
    2. The original and all copies of the Technical proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL”, and the original and all copies of the financial proposal in a sealed envelope duly marked “FINANCIAL PROPOSAL”. Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring entities address and other information indicated in the appendix to the instructions to consultants and clearly marked “DO NOT OPEN before on or before **Friday, 4th August, 2017 at 10.00am**
    3. The completed Technical and Financial proposals must be delivered at the submission address on or before the time and date of the submission of the proposals indicated in the appendix to the instructions to consultants. Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the individual consultant unopened. For this purpose the inner envelope containing the technical and financial proposals will bear the address of the individual consultant submitting the proposals.
    4. After the deadline for submission of proposals the outer envelope and the technical proposals shall be opened immediately by the opening committee. The financial proposals shall be marked with the individual consultants number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening them.

2.6 **Evaluation of the Proposal (General)**

* + 1. From the time the proposals are opened to the time of the contract award, if any individual consultant wishes to contact the procuring entity on any matter relating to his/her proposal, he/ she should do so in writing at the address indicated in the appendix to the instructions to consultants. Any effort by an individual consultant to influence the procuring entity’s staff in the evaluation of proposals comparison proposals or awards of contract may result in the rejection of the individual consultant proposal.
    2. The proposal evaluation committee shall have no access to the Financial Proposal, which in any case will remain sealed, until the technical evaluation is concluded or finalized.
  1. **Evaluation of Technical Proposals**
     1. The evaluation committee appointed by the procuring entity to evaluate the proposals shall carry out the evaluation of technical proposals following the criteria set out in the terms of reference based on the following points criteria

**MANDATORY DOCUMENTS**

1. **Valid Tax Compliance Certificate**
2. **Company PIN Certificate**
3. **Proof of experience in similar works in last 3 years**
4. **Proof of registration with the relevant statutory body/Agency i.e. Law Society of Kenya of good standing in possession of a current practicing certificate**

##### CRITERIA POINTS

(i) CV of the individual consultant 20

(ii) Specific experience of the individual consultant

related to the assignment 20

(iii) Adequacy of methodology and work plan

in response to the Terms of reference 30

Total points 70

**NB- Bidders must meet all the mandatory requirement to qualify -for technical**

**evaluation**

* **To qualify for financial evaluation the bidder must score a minimum of 50 points** 
  + 1. Any proposal which will be examined and found not to comply with all the requirements for submission of the proposals will be declared non responsive. All the proposals found to have complied with all the requirements for submission of proposal shall be declared responsive by the evaluation committee
    2. Each responsive proposal will be given a technical score (ST). Any technical proposal which fails to achieve the total minimum score indicated in the appendix to the information to tenderers shall be rejected at this stage and will not proceed to the next stage of evaluation. The respective financial proposal will be returned to the individual consultant unopened.

2.8 **Opening and Evaluation of Financial Proposals**

2.8.1 After completion of the evaluation of Technical proposals the procuring entity shall notify the individual consultants whose proposal did not meet the minimum technical score or were declared non responsive to the RFP and terms of reference. The notification will indicate that their financial proposals shall not be opened and will be returned to them un-opened after the completion of the selection process and contract award. At the same time, the procuring entity shall simultaneously notify the consultants who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by the procuring entity for opening their financial proposal. They will also be invited to attend the opening ceremony if they wish to attend.

* + 1. The financial proposals shall be opened by the procuring entity in the presence of the individual consultants who choose to attend the opening. The name of the individual consultant, the technical score and the proposed fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial proposals.
    2. 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:

1. **Financial evaluation = 30 points**

Sf = 100 x fm/f where

Sf is the financial score

Fm is the lowest fees quoted and

F is the fees of the proposal under consideration.

The lowest fees quoted will be allocated the maximum score of 100

2.8.4 The individual consultants proposals will be ranked according to their combined technical score (st) and financial score (sf) using the weights indicated in the appendix to the instructions to consultants. Unless otherwise stated in the appendix to the instructions to consultants the formula for the combined scores shall be as follows;

S = ST x T% + SF x P%

Where

S, is the total combined scores of technical and financial scores

St is the technical score

Sf is the financial score

###### T is the weight given to the technical proposal and

P is the weight given to the financial proposal

Note P + T will be equal to 100%

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

* 1. **Negotiations**
     1. Negotiations will be held at the same address indicated in the appendix to the information to consultants. The purpose of the negotiations is for the procuring entity and the individual consultant to reach agreements on all points regarding the assignment and sign a contract.
     2. The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the individual consultant to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.
     3. The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the individual consultant whose proposal achieved the second highest score to negotiate a contract.
  2. **Award of Contract**
     1. The contract will be awarded before commencement of negotiations. After negotiations are completed the procuring entity will promptly notify the other individual consultants that they were unsuccessful and return the financial proposals of the individual consultants who did not pass technical evaluation.
     2. The selected individual consultant is expected to commence the assignment on the date indicated in the appendix to the information to consultants or any other date agreed with the procuring entity.
  3. **Confidentiality**

2.11.1 Information relating to evaluation of proposals and recommendations of contract award shall not be disclosed to the individual consultants who submitted the proposal or to other persons not officially concerned with the process, until the winning individual consultant has been notified that he/she has been awarded the contract.

SECTION III - TERMS OF REFERENCE (TOR)

1. ) **Background Information**

JOOUST-RBS (JOOUST) is the process of valuing and carrying out survey services purchasing for the following pieces of land:

1. Provision of land survey services on ***South*/Sakwa/Migwena/472 (7.9 Acres*) and* South/Sakwa/Barkowino/1071(12 Acres).**
2. Provision of valuation services of **South/Sakwa/Migwena/472 (7.9 Acres*)*** and **South/Sakwa/Barkowino/1071(12 Acres)**

1. **Description of South Sakwa/Migwena/ 472**

This property is:

* The property is located 2 kms away from the Bondo-Wagusu road.
* Situated 14 Kms form the main campus
* The road leading to the general direction of the property is motor able but the actual road leading to the site is not motor able.
* The property is registered in the name of the scheme.
* There is scanty development in the area surrounding the property.
* The property is covered in shrubs and is currently generally used as a grazing area by the community members’.
* The plot measures 4.9 HA or 12 Acres

1. **Description of South Sakwa/Bar-kowino/1071**

* The property is approximately 6 kms from the main campus, and 4 Kms from Bondo town.
* The plot measures 3.2 HA or 7.9 Acres.
* The property is situated next to the Bondo-Matangwe road.
* The property is registered in the name of the scheme

1. **Objective of the assignment**

The objective of this assignment is to procure services of a valuer and surveyor to value the properties and also carry out survey exercises on the properties as described below.

1. **Scope of valuation Works**
2. Carry out due diligence exercise on the properties.
3. Provide the adopted valuation method.
4. Carry out valuation works on the properties including the movable and immovable assets thereon.
5. Prescribe the forced, market and insurance value for the properties.
6. Carry out any other work, service or activity that shall enable the client see the true value of the property.
7. Prepare and discuss the initial draft report with the client.
8. Prepare the final report incorporating the views of the client
9. **Scope of Survey works:**
10. Carry out survey of the properties.
11. Lay beacons on the boundary lines of the properties.
12. Amend the survey map to include the properties.
13. Process and develop change of user for the properties to residential status.
14. Sub-divide **South Sakwa/Bar-kowino/1071 into quarter plots.**
15. Develop a deed plan for the **South Sakwa/Bar-kowino/1071.**
16. Provide registry index map for survey map of the properties.
17. Provide and develop a development plan for the sub-divided quarter plots while making provisions for a school, market, hospital, roads, paths and other common ammenitties.
18. Provide detailed site description of the properties.
19. Carry out title search and submit official search
20. Submit site beacon certificate (for fixed boundaries) and or professional undertaking(for areas not beaconed)
21. Submit authentic cadastral plan for the properties.
22. Confirm that the firm does not have conflict of interest in undertaken this survey.
23. **Mandatory Requirements**

The successful candidate must meet the following requirements:

1. A partnership firm of at least two partners.
2. A certificate of incorporation.
3. Copies of audited financial statements for the last two years financial years.
4. Evidence of practicing license.
5. Current tax compliance certificate.
6. The partnership must have been in existence for at least three years
7. Must show evidence of having carried out transactions of almost similar size in the past.
8. The partnership must show evidence that it has at least three corporate firms for whom it is offering similar services i.e. charges and conveyances.
9. The works offered to these corporate firms should be of about similar value to the property that the procuring entity intends to purchase.

The foregoing requirements must be supported by relevant documentation.

**5. Facilities**

The firm should demonstrate that they possess critical facilities such as a legal library, access to online law reports or other legal resources, office automation, etc. to enable them provide adequate services and facilitate real-time communication.

**6. Payment of Fees/Costs**

a) The firm should quote its entire fees for carrying out this exercise inclusive of all taxes thereof.

b) The agreed fees (which can be negotiated) shall be paid to the successful firm upon completion of the entire exercise and surrender of the title deed to the client.

c) The procuring entity shall not necessarily be bound to award this service to the lowest bidder.

d) The agreed advocate fees shall not be renegotiated under whatever circumstances, as such all Counsels are advised to include the entire worth of their works/services including contingencies, provision for unforeseeable costs, travel costs, disbursement, cost of hiring an investigator to carry out due diligence, cost of holding any meeting with the client, vendor, Lands officers or any other relevant party and any other expense except the stamp duty costs as part of the final quoted advocate fees.

**7. Time**

The Successful firm is expected to carry out and hand over the final valuation report within thirty (30) days of award of this tender.

**8. Fraudulent practice**

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

The proposal on the foregoing shall be placed in a sealed envelope clearly marked **“TENDER NO. 1 OF 2017** **FOR PROVISION OF SURVEY AND VALUATION SERVVICES,**” and the original and all relevant attachments should be addressed to:

***The Chairperson***

***JOOUST-RBS***

***P.O box 210-40601***

***Bondo***

All the proposals shall be deposited in the Tender box situated on Ground Floor at the entrance of the Main Administration Building marked **“TENDER BOX”** soas to reach us on or before ***Thursday 30th June, 2016 at 10:00 am.***

SECTION IV - TECHNICAL PROPOSAL (TP)

**Notes on the Preparation of Technical Proposal**

The technical proposal shall be prepared and submitted by the consultants.

It shall contain the following:-

1. Submission letter
2. Particulars of the consultant including Curriculum vitae (CV).
3. Comments and suggestions of the consultant on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity.
4. Description of the methodology and work plan for performing the assignment
5. Any proposed staff to assist in the assignment
6. Consultancy services activities time schedule.

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

SECTION V- FINANCIAL PROPOSAL (FP)

**Notes on the Preparation Financial Proposal**

The financial proposal shall be prepared and submitted by the consultants. It shall contain the following:

1. Submission letter indicating total fees
2. Summary of costs
3. Breakdown of fees per activity
4. Breakdown of reimbursable costs/expenses per activity
5. Miscellaneous expenses

SECTION VI - STANDARD CONTRACT FORM

INDIVIDUAL PROFESSIONAL CONSULTANTS

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

SECTION VI - STANDARD CONTRACT FORM

1. STANDARD CONTRACT FORM

**INDIVIDUAL PROFESSIONAL CONSULTANTS**

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

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

[insert Consultant’s name] of [or whose registered office is situated at] [insert Consultants address ] (hereinafter called “the Consultant”) of the other part.

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:-

1. **Services** (i) The Consultant shall perform the Services specified in

Appendix A, “Terms of Reference and Scope of Service,

“which is made an integral part Of this Contract.

(ii) The Consultant shall provide the personnel listed Appendix

B, “Consultant’s Personnel,” to perform the Services.

(iii) The Consultant shall submit to the Client the reports in the

form and within the time periods specified in Appendix C,

“Consultant’s Reporting Obligations.”

*(Appendices A, B, and C to be prepared as appropriate)*

2. **Term**  The Consultant shall perform the Services during the period

commencing on [insert starting date] and through to

[insert completion date], or any

Other period(s) as may be subsequently agreed by the parties

in writing.

3. **Payment** A. **Ceiling**

For Services rendered pursuant to Appendix A, the

Client shall pay the Consultant an amount not to Exceed

[insert amount]. This amount has been

established based on the understanding that it includes all

the Consultant’s costs and profits as well as any tax

obligation that may be imposed on the Consultant.

B. **Schedule of Payments**

The schedule of payments is specified below (Modify in

order to reflect the output required as described in

Appendix C.) Kshs. upon the Client’s receipt of the Draft report, acceptable to the Client; and

Kshs. upon the Client’s receipt of the Final

report, acceptable to the Client.

Kshs. Total

**C. Payment Conditions**

Payment shall be made in Kenya Shillings unless otherwise

specified not later than thirty (30) days following

submission by the Consultant of invoices in duplicate to the

Coordinator designated in Clause 4 here below.

If the Client has delayed payments beyond thirty (30) days

after the due date hereof, simple interest shall be paid to the

Consultant for each day of delay at a rate three Percentage

points above the prevailing Central Bank of Kenya’s

average rate for base lending.

4. **Project** A. **Coordinator**

**Administration** 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 paragraph3.

5 **Performance** The Consultant undertakes to perform the Services with the

**Standards** 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** Any studies, reports or other material, graphic, software or

**Material** 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** The Consultant agrees that during the term of this Contract

**to be Engaged** and after its termination the Consultant and any entity

**in certain** affiliated with the Consultant shall be disqualified from

**Activities** 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** The Contract shall be governed by the laws of Contract in

Kenya and the language of the Contract shall be in English language.

12. **Dispute** Any dispute arising out of the Contract which cannot be

**Resolution** amicably settled between the parties shall be referred by

either party to the arbitration and final decision of a person

to be agreed between the parties. Failing agreement to

concur in the appointment of an Arbitrator, the Arbitrator

shall be appointed by the chairman of the Chartered

Institute of Arbitrators, Kenya branch, On the request

of the applying party.

For the Client For the Consultant

Full name Full name

Title Title

Signature Signature

Date Date

**2. 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