



**REQUEST FOR PROPOSAL  
DOCUMENT  
FOR  
CONSULTING SERVICES  
FOR  
UNDERTAKING JOB EVALUATION**

**RFP. NO. PPOA/05/ 2012 – 2013**

**10<sup>TH</sup> FLOOR, NATIONAL BANK BUILDING, HARAMBEE  
AVENUE**

**P.O. BOX 58535 - 00200**

**TEL: +254 02 3244000**

**FAX: +254 02 3244277/377**

**NAIROBI, KENYA**

**E-mail: [info@ppoa.go.ke](mailto:info@ppoa.go.ke)**

**Website: [www.ppoa.go.ke](http://www.ppoa.go.ke)**

## TABLE OF CONTENTS

	Page
SECTION I. Letter of Invitation .....	3
SECTION II. Information to consultants.....	4
Appendix to information to Consultants.....	13
SECTION III Technical Proposal .....	16
SECTION IV. Financial Proposal .....	27
SECTION V Terms of Reference .....	35
SECTION VI. Standard Forms of Contract .....	40

**SECTION I - LETTER OF INVITATION**

TO:.....

*Date 6<sup>th</sup> November, 2012*

Dear Sir/Madam,

**RE: RFP. NO. PPOA/.../2012-2013:CONSULTING SERVICES FOR  
UNDERTAKING JOB EVALUATION**

1.1 The Public Procurement Oversight Authority invites proposals for consultancy services to carry out job analysis and evaluation and to assess the optimum organizational arrangements to meet public expectations and implement immense statutory and constitutional mandates as specified in the Terms of references.

1.2 The request for proposals (RFP) includes the following documents:

- Section I - Letter of invitation
- Section II - Information to consultants  
Appendix to Consultants information
- Section III - Terms of Reference
- Section IV - Technical proposals
- Section V - Financial proposal
- Section VI - Standard Contract Form

1.3 Upon receipt, please inform us

- (a) that you have received the letter of invitation
- (b) whether or not you will submit a proposal for the assignment

Yours sincerely

**MR. MAURICE J.O. JUMA  
DIRECTOR GENERAL  
PUBLIC PROCUREMENT OVERSIGHT AUTHORITY**

## **SECTION II – INFORMATION TO CONSULTANTS (ITC)**

### **Table of Contents**

	<b>Page</b>
2.1 Introduction	5
2.2 Clarification and amendment of RFP document	6
2.3 Preparation of Technical Proposal	6
2.4 Preparation of Financial proposal	7
2.5 Submission, Receipt and opening of proposals	8
2.6 Proposal evaluation general	9
2.7 Evaluation of Technical proposal	9
2.8 Public opening and Evaluation of financial proposal	9
2.9 Negotiations	11
2.10 Award of Contract	11
2.11 Confidentiality	12
2.12 Corrupt or fraudulent practices	12

## **SECTION II: - INFORMATION TO CONSULTANTS (ITC)**

### **2.1 Introduction**

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

## **2.2 Clarification and Amendment of RFP Documents**

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

## **2.3 Preparation of Technical Proposal**

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

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

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

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

2.3.5 The Technical Proposal shall not include any financial information.

## **2.4 Preparation of Financial Proposal**

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents,

surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix “ITC” specifies otherwise.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- 2.4.5 The Proposal must remain valid for 60 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

## **2.5 Submission, Receipt, and Opening of Proposals**

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

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

## **2.6 Proposal Evaluation General**

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

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

## **2.7 Evaluation of Technical Proposal**

2.7.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows

	<b>Points</b>
(i) Specific experience of the consultant related to the assignment	<b>(5-10)</b>
(ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference	<b>(20-40)</b>
(iii) Qualifications and competence of the key staff for the assignment	<b>(30-40)</b>
(iv) Suitability to the transfer of Technology Programme (Training)	<b><u>(0-10)</u></b>
<b>Total Points</b>	<b><u>100</u></b>

Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix "ITC".

## **2.8 Public Opening and Evaluation of Financial Proposal**

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

days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

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

## **2.9 Negotiations**

- 2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.
- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.
- 2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

## **2.10 Award of Contract**

- 2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.
- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “ITC”.

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

## **2.11 Confidentiality**

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

## **2.12 Corrupt or fraudulent practices**

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

## **Appendix to information to consultants**

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

### **Clause Reference**

2.1 The name of the Client is: **Public Procurement Oversight Authority**

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

2.1.2 Technical and Financial Proposals are requested: Yes ☒ No ☐

The name, objectives, and description of the assignment are:  
**Consulting Services for Undertaking Job Evaluation in PPOA**

2.1.3 A pre-proposal conference will be held: Yes ☐, No ☒

The name, address and telephone numbers of the Client's official is:

**James K. Kihara**  
**Manager/Human Resource & Administration**  
**National Bank Building**  
**10<sup>th</sup> Floor, Harambee House**  
**NAIROBI**

**Tel: +254 (020) 3244000**  
**Facsimile: +254 (020) 3244377, 3244277**  
**E-mail: info@ppoa.go.ke**

2.1.4 The Client will provide the following inputs:

- a) To provide, to the consultant, any assistance that may be required during the course of execution of the contract.
- b) Nominate a liaison officer and counterpart staff who will work closely and maintain regular contact with the consultant on matters regarding this consultancy

2.2.1 The proposal submission address is:

**Director-General**  
**Public Procurement Oversight Authority**  
**National Bank Building**  
**P. O. Box 58535-00200**  
**NAIROBI**

**PROPOSALS TO BE DEPOSITED IN THE TENDER BOX ON 10<sup>th</sup> FLOOR, NATIONAL BANK BUILDING, HARAMBEE AVENUE, NAIROBI**  
Information on the outer envelope should also include **The address above and the Tender Ref. No.**

2.3.3 (ii) The estimated number of professional staff months required for the assignment is; 67 days

(iv) The minimum required experience of proposed professional staff is: **as in the Terms of Reference – Section V**

2.3.4 (vii) Training is a specific component of this assignment:  
Yes √, No       

(viii) Additional information in the Technical Proposal includes:  
\_\_\_\_\_

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

2.5.2 Consultants must submit an original and **two (2)** additional copies of each proposal.

2.5.4 Proposals must be submitted no later than the following date and time  
**4<sup>th</sup> December, 2012 at 10.00 a.m**

2.6.1 The address to send information to the Client is  
**Director-General  
Public Procurement Oversight Authority  
National Bank Building  
P. O. Box 58535-00200  
NAIROBI**

2.6.3 The minimum technical score required to pass: **70**

2.7.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows:

	<b><u>Points</u></b>
(i) Specific experience of the consultant related to the assignment	<b>10</b>
(ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference	
a) Technical approach and methodology	<b>20</b>
b) Work plan	<b>10</b>
c) Organization and staffing	<b>10</b>
Total points for criterion (ii)	<b>50</b>
(iii) Qualifications and competence of the key staff for the assignment	
a) Team Leader	<b>20</b>
b) Team Member 1	<b>15</b>
c) Team Member 2	<b>15</b>
Total points for criterion (iii)	<b>50</b>

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

**The weights given to the Technical and Financial Proposals  
are:  
T= 0.80  
P= 0.20**

2.10.2 The assignment is expected to commence on **10<sup>th</sup> December 2012 at  
PPOA headquarters, Nairobi.**

### **SECTION III: - TECHNICAL PROPOSAL**

#### **Notes on the preparation of the Technical Proposals**

- 3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.
- 3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

### **SECTION III: - TECHNICAL PROPOSAL**

#### **Table of Contents**

	<b>Page</b>
1. Technical proposal submission form	18
2. Firms references	19
3. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity	20
4. Description of the methodology and work plan for performing the assignment	21
5. Team composition and Task assignments	22
6. Format of curriculum vitae (CV) for proposed Professional staff	23
7. Time schedule for professional personnel	25
8. Activity (work schedule)	26

## 1. TECHNICAL PROPOSAL SUBMISSION FORM

[\_\_\_\_\_ Date]

To: \_\_\_\_\_ [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for

\_\_\_\_\_ [Title of consulting services] in accordance with  
your Request for Proposal dated \_\_\_\_\_ [Date] and our  
Proposal. We are hereby submitting our Proposal, which includes this  
Technical Proposal, [and a Financial Proposal sealed under a separate  
envelope-where applicable].

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

We remain,

Yours sincerely,

\_\_\_\_\_ [Authorized Signature]:

\_\_\_\_\_ [Name and Title of Signatory]

:

\_\_\_\_\_ [Name of Firm]

:

\_\_\_\_\_ [Address:]

## 2. FIRM'S REFERENCES

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

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

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

Firm's Name: \_\_\_\_\_

Name and title of signatory; \_\_\_\_\_

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

---

On the Terms of Reference:

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

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

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

## **14.DESCRPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

---

## **5. TEAM COMPOSITION AND TASK ASSIGNMENTS**

### **1. Technical/Managerial Staff**

Name	Position	Task

### **2. Support Staff**

Name	Position	Task

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

Proposed Position:

---

Name of Firm:

---

Name of Staff:

---

Profession:

---

Date of Birth:

---

Years with Firm: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

---

Detailed Tasks Assigned: \_\_\_\_\_

---

### **Key Qualifications:**

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

---

### **Education:**

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]*

---

### **Employment Record:**

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

---

**Certification:**

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of staff member]*

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of authorised representative of the firm]*

Full name of staff member:

\_\_\_\_\_

Full name of authorized representative:

\_\_\_\_\_

## 7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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

Reports Due: \_\_\_\_\_

Activities Duration: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Authorized representative)

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

## 8. ACTIVITY (WORK) SCHEDULE

### (a). Field Investigation and Study Items

*[1<sup>st</sup>, 2<sup>nd</sup>, etc, are months from the start of assignment)*

	1 <sup>st</sup> t	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup> h	5 <sup>th</sup> h	6 <sup>th</sup>	7 <sup>th</sup> h	8 <sup>th</sup>	9 <sup>th</sup>	10 <sup>th</sup>	11 <sup>th</sup>	12 <sup>th</sup>	
Activity (Work)													
_____													
_____													
_____													
_____													

### (b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
4. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

## **SECTION IV: - FINANCIAL PROPOSAL**

### Notes on preparation of Financial Proposal

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

**Table of Contents**

	<b>Page</b>
1.    Financial proposal submission Form	29
2.    Summary of costs	30
3.    Breakdown of price/per activity	31
4.    Breakdown of remuneration per activity	32
5.    Reimbursables per activity	33

## 1. FINANCIAL PROPOSAL SUBMISSION FORM

\_\_\_\_\_ [ Date]

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (\_\_\_\_\_) [Title of consulting services] in accordance with your Request for Proposal dated (\_\_\_\_\_) [Date] and our Proposal. Our attached Financial Proposal is for the sum of (\_\_\_\_\_) [Amount in words and figures] inclusive of the taxes.

We remain,

Yours sincerely,

\_\_\_\_\_ [Authorized Signature]  
:  
\_\_\_\_\_ [Name and Title of Signatory]:  
\_\_\_\_\_ [Name of Firm]  
\_\_\_\_\_ [Address]

## 2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		<hr/>

### 3. BREAKDOWN OF PRICE PER ACTIVITY

<b>Group of Activities (Phase):</b> <sup>2</sup> _____ _____	<b>Description:</b> <sup>3</sup> _____ _____
<b>Cost component</b>	<b>Costs (Kshs)</b>
Remuneration <sup>5</sup>	
Reimbursable Expenses <sup>5</sup>	
Subtotals	

- 1 Form No.3 (Breakdown of Costs by Activity) shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form for each group of activities. The sum of the relevant Subtotals of all Forms No.3 provided must coincide with the Total Costs of Financial Proposal indicated in Form No.2 (Summary Of Costs).
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form No.8 (Activity (Work) Schedule) above.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Form No.4 (Breakdown of Remuneration per activity), and Form No.5 (Breakdown of Reimbursable Expenses).

#### 4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Group of Activities (Phase): _____				
Name <sup>2</sup>	Position <sup>3</sup>	Staff-month Rate <sup>4</sup>	Input <sup>5</sup> (Staff-months)	Kshs. <sup>6</sup>
<b>Foreign Staff</b>				
		[Home]		
		[Field]		
<b>Local Staff</b>				
		[Home]		
		[Field]		
Total Costs				

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

## 5. REIMBURSABLES PER ACTIVITY

<b>Group of Activities (Phase):</b> _____					
N°	Description <sup>2</sup>	Unit	Unit Cost <sup>3</sup>	Quantity	Kshs. <sup>4</sup>
	Per diem allowances	Day			
	International flights <sup>5</sup>	Trip			
	Miscellaneous travel expenses	Trip			
	Communication costs between [Insert place] and [Insert place]				
	Drafting, reproduction of reports				
	Equipment, instruments, materials, supplies, etc.				
	Shipment of personal effects	Trip			
	Use of computers,				
	Laboratory tests.				
	Subcontracts				
	Local transportation				
	Office rent, clerical assistance				
	Training of the Client's personnel <sup>6</sup>				
<b>Total Costs</b>					

- 1 Form No.5 (Breakdown of Reimbursable Expenses) should be filled for each of the Forms No.3 (Breakdown of Costs by Activity) provided, if needed.
- 2 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 3 Indicate unit cost.
- 4 Indicate the cost of each reimbursable item in the column. Cost = Unit Cost x Quantity.
- 5 Indicate route of each flight, and if the trip is one- or two-ways.
- 6 Only if the training is a major component of the assignment, defined as such in the TOR.

### 5(a). BREAKDOWN OF REIMBURSABLE EXPENSES

(This Form 5(a) shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

Nº	Description <sup>1</sup>	Unit	Unit Cost <sup>2</sup>
	Per diem allowances	Day	
	International flights <sup>3</sup>	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between <i>[Insert place]</i> and		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests.		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the Client's personnel <sup>4</sup>		

1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.

2 Indicate unit cost and currency.

3 Indicate route of each flight, and if the trip is one- or two-ways.

4 Only if the training is a major component of the assignment, defined as such in the TOR.

## **SECTION V: - TERMS OF REFERENCE**

### **I.BACKGROUND**

The Public Procurement and Oversight Authority is a public body established by an Act of Parliament, the Public Procurement and Disposal Act, 2005. The Act came into operation in 1st January, 2007. However, the Authority was formally operationalised in October, 2007, with the mandate of ensuring that the public procurement system achieves economy, efficiency, fair competition, transparency, accountability and enhances public confidence in procurement procedures through, inter alia , ensuring that procurement procedures developed under the Act are complied with, promoting and reporting on the functioning of the public procurement systems and promoting development of the procurement profession. In its five years of operation, the Authority has focused on concretizing its strategy and laying the infrastructure to implement its mandate.

PPOA is institutionally young and continues to stabilize its systems and structures as it continues to establish new ones. The experiences of the last five years shows that there is an urgent need to further improve its human resources management system by undertaking a rationalisation of job classification and grading and developing an optimal salary structure. The Authority undertook an inception job evaluation in July 2008 mainly for purposes of salary administration during the interim/inception period. The exercise whose output also included an organization structure and staffing has continued to be in use to-date although it was meant to be reviewed almost two years ago.

### **II.OBJECTIVE OF THE SERVICES**

The overall objective of this consultancy is to carry out job analysis and evaluation in order to strengthen the human resource management capability and is intended to mitigate against institutional challenges of inequitable workloads, inequitable salary structures, gaps in staff benefits and allowances, inequitable salary increments and poor staff mobility and should aim at longer staff retention and increased motivation and productivity. It will also provide an opportunity for an objective assessment of the optimum organizational arrangements to meet public expectations and implement immense statutory and constitutional mandates.

In addition, this consultancy will assist in fulfilling the requirement of the Salaries and Remuneration Commission for determination and review of remuneration in the public service, vide SRC/CG/VOL., dated 4<sup>th</sup> July, 2012 which require all public bodies to undertake Job Evaluation and submit the recommendations by 31<sup>st</sup> December, 2012.

### **III.SCOPE OF THE SERVICES**

The scope will entail evaluation of all PPOA jobs and will include:

1. Conduct literature review of documentation that would enable to gain complete understanding of the objectives of the assignment, including benchmarking with other similar institutions

2. Prepare applicable concept on job evaluation, training manual & program and train PPOA counterpart staff and propose an objective and defensible job evaluation strategy
3. Carry out functional analysis for the organization, including in respect to compliance with the Kenya Constitution 2010
4. Design discrete job roles and carry out job analysis and evaluation within the recommended rationalized structure and develop an appropriate organization and grading structure, including organization design options available for PPOA and in respect to field operations
5. Develop job descriptions for positions within the recommended structure
6. Develop detailed career progression guidelines for each cadre-underpinning champion role of all cadres
7. Carry out workload analysis, propose defensible staffing norms and recommend optimum staffing
8. Carry out staff remuneration survey and benchmarking, recommend appropriate remuneration scheme and develop appropriate salary scale /curve
9. Make presentations of the recommendations to staff, management and the Board
10. Develop implementation matrix and explain recommendations to job holders, and establish procedures for appeals
11. Make proposals for outsourcing of functions and possible downstream tasks
12. Any other relevant recommendations

#### **IV.KEY DELIVERABLES/ EXPECTED OUTPUTS**

The expected outputs of the services include:

1. Concept paper, training manual & program and counterpart staff training report
2. Rationalized and seamless organization structure and nomenclature for departmental / sections, cadres and designations
3. Realigned job descriptions and specifications(defining key result areas, indicators & standards of performance) for desirable aptitudes for the different roles
4. Workload analysis report, defensible staffing norms and optimum staff establishment
5. Revised career paths/progression guidelines, underpinning the 'champion' role of all cadres
6. Revised employee remuneration structure to balance ability to pay and fair compensation in line with Government regulations
7. Recommendations on contemporary motivational practices including competitive salary levels
8. Schedule of benchmark jobs, benchmarking report on comparator organizations and best practices
9. Document processes and outcomes

## **V. METHODOLOGY AND WORK PLAN**

The consultants will be required to indicate the methodology to be applied in implementing the assignment, with a clear indication and justification for the techniques to be used in carrying out the assignment

## **VI. TRAINING**

The consultant will be required to train counterpart staff on how to effectively participate in the exercise

## **VII. COMPETENCE AND EXPERTISE REQUIREMENTS**

The firm should have been in operation for at least five years and should provide information of ten (10) similar assignments, five of which must be in the public sector, undertaken in the last five years. It is also important that the applicant is familiar with public sector human resource policy and management issues.

### **Personnel Information**

The term “Lead Consultant” refers to the lead and most senior consultant to provide direct services to PPOA. The term “Associate Consultants” refers to less senior consultants that will support the lead consultant in providing direct services to PPOA.

#### **a) Lead Consultant**

The lead consultant must meet the following academic and competence based on the following minimum requirements:

1. Masters degree in human resource management/public Administration, organization development, business administration or related field
2. Minimum of 10 years experience in public service reform assignments, job evaluation or related assignments
3. Must have undertaken similar exercise in at least 10 public sector institutions in Kenya
4. Proven experience in job evaluation and employee compensation schemes
5. Excellent training and facilitation skills
6. Excellent written and oral communication skills
7. Should be a member of a relevant professional body
8. Should demonstrate a strong knowledge of the Public Procurement and Disposal Act, 2005 and Public Procurement and Disposal Regulations, 2006
9. Any other relevant qualification/experience will be an added advantage

#### **b) Associate Consultants**

1. Bachelors degree in procurement, human resource management, public administration or a related field
2. Minimum of 5 years experience on public service reform assignments, job evaluation or related assignments
3. Demonstrated experience in people skills

4. Proven experience in performance management
  5. Should be a member of a relevant professional body
  6. Should demonstrate a strong knowledge of the Public Procurement and Disposal Act, 2005 and Public Procurement and Disposal Regulations, 2006
  7. Any other relevant qualification/experience will be an added advantage
- c)** Firms are encouraged to enter into joint ventures to enable them have the requisite expertise to perform the assignment.
- d)** At least one Consultant in the team must be procurement professional
- e)** After the award of the tender, the successful bidder shall not substitute any member of the team proposed for the assignment without prior approval by the Client

#### **VIII. ESSENTIAL DUTIES AND RESPONSIBILITIES OF THE CONSULTANCY FIRM**

- a) The firm must provide its own work facilities, equipment, supplies and support staff to carry out the assignment and provide the services required
- b) To ensure that there is a high quality of service rendered
- c) To liaise with the PPOA on a regular basis in order to report progress
- d) To communicate, in writing, to PPOA any issues and/or concerns that impact on the success of this assignment
- e) To produce and present final report and other outputs acceptable to the PPOA

#### **VI.REPORTS AND TIME SCHEDULE`**

	<b>Task</b>	<b>Time Frame</b>	<b>Responsibility</b>
1.	Inception meeting	Week 1	PPOA/Consultant
2.	Inception Report	Week 2	Consultant
3.	Counterpart staff training	Week 3	PPOA/ Consultant
4	Interim Progress Report:	Week 5	Consultant
	a)First Status Report		
	b)Second Status Report	Week 6	Consultant
5.	Draft Report	Week 7	Consultant
6.	Presentation to the Board	To be advised by PPOA	PPOA/Consultant
7.	Final Report	Week 9 (subject to 6 above)	Consultant

(a) Data Services, Personnel and Facilities to be provided by the Client

1. Provide relevant reference materials, documents and institutional memory of PPOA
2. Nominate liaison officer who will maintain regular contact with consultants on matters regarding this consultancy
3. To nominate counterpart staff and facilitation for this exercise
4. Organise and facilitate meetings for this assignment as may be required
6. Appropriate administrative support to the consultancy team

(g) Terms of Payment.

1. 25% upon submitting of inception report
  2. 25% upon submitting draft report
  3. 50% upon submitting final report
- 5.1 This Section should be prepared very carefully by the procuring entity to ensure that the consultancy assignment is well understood by the consultants.

## SECTION VI:

### I. STANDARD FORMS OF CONTRACT

#### SAMPLE CONTRACT FOR CONSULTING SERVICES SMALL ASSIGNMENTS

This Agreement [hereinafter called "the Contract"] is entered into this \_\_\_\_\_ *[Insert starting date of assignment]*, by and between

\_\_\_\_\_  
*[Insert Client's name]* of [or whose registered office is situated at/  
\_\_\_\_\_*[insert Client's*  
*address]*(hereinafter called "the Client") of the one part AND

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

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

WHEREAS, the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

**1. Services** (i) The Consultant shall perform the Services specified in Appendix A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract.

(ii) The Consultant shall provide the reports listed in Appendix B, "Consultant's Reporting Obligations," within the time periods listed in such Appendix and the personnel listed in Appendix C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.

**2. Term** The Consultant shall perform the Services during the period commencing \_\_\_\_\_*[Insert start date]* and continuing through to \_\_\_\_\_*[Insert completion date]* or any other period(s) as may be subsequently agreed by the parties in writing.

**3. Payment** A. Ceiling

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed a ceiling of \_\_\_\_\_*[Insert ceiling amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that

may be imposed on the Consultant. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph (B) below and of the reimbursable expenditures as defined in sub-paragraph (C) below.

B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per man/month spent (or per day spent or per hour spent, subject to a maximum of eight hours per day) in accordance with the rates agreed and specified in Appendix C, "Cost Estimate of Services, List of Personnel and Schedule of Rates".

C. Reimbursables

The Client shall pay the Consultant for reimbursable expenses which shall consist of and be limited to:

- (i) normal and customary expenditures for official road and air travel, accommodation, printing and telephone charges; air travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client's coordinator;
- (ii) such other expenses as approved in advance by the Client's coordinator.

D. Payment Conditions.

Payment shall be made in Kenya shillings unless otherwise specified not later than thirty {30} days following submission of invoices in duplicate to the Coordinator designated in Clause 4 herebelow. If the Client has delayed payments beyond thirty (30) days after the 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.

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

**4. Project Administration**

A. Coordinator

The Client designates \_\_\_\_\_  
[Insert name] as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment and for acceptance of the deliverables by the Client.

B. Timesheets.

During the course of their work under this Contract, including field work, the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent as well as expenses incurred, as instructed by the Project Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services which will clearly identify all charges and expenses. The Client reserves the right to audit or to nominate a reputable accounting firm to audit the Consultant's records relating to amounts claimed under this Contract during its term and any extension and for a period of three months thereafter.

**5. Performance Standard**

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 or 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 Subcontract any portion thereof without the Client's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the Laws of Kenya and the language of the Contract shall be English language.
- 12. Dispute Resolution** Any dispute arising out of this Contract which cannot be amicably settled between the parties, shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

FOR THE CLIENT

FOR THE CONSULTANT

Full name; \_\_\_\_\_ Full name \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Signature; \_\_\_\_\_ Signature; \_\_\_\_\_

Date; \_\_\_\_\_ Date; \_\_\_\_\_

## **II. Appendices**

**APPENDIX A:** TERMS OF REFERENCE AND SCOPE OF SERVICES

**APPENDIX B:** CONSULTANT'S REPORTING OBLIGATION

**APPENDIX C:** COST ESTIMATE OF SERVICES, LIST OF PERSONNEL AND  
SCHEDULE OF RATES

## APPENDIX C

### Cost Estimate of Services, List of Personnel and Schedule of Rates.

#### (1) Remuneration of Staff

	Name	Rate (per month/day/hour in currency)	Time spent(number of month/day/ hour)	Total (currency)
(a) Team Leader				
(b)				
(c)				
				Sub-Total (1)

#### (2) Reimbursables

	Rate	Days	Total
(a) Air Travel			
(b) Road Transportation			
(c) Per Diem			
			Sub-Total (2)

TOTAL COST \_\_\_\_\_

Physical Contingency \_\_\_\_\_

CONTRACT CEILING \_\_\_\_\_

## 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 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**