

**THE COMMISSION ON ADMINISTRATIVE JUSTICE  
(OFFICE OF THE OMBUDSMAN)**



***Hata Mnyonge ana Haki***

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**END -TERM REVIEW OF THE CAJ STRATEGIC PLAN (2019-2023)**

**RFP NO. CAJ/RFP/03/2023-2024**

**ISSUED ON: 3<sup>RD</sup> APRIL, 2024**

**SUBMISSION DEADLINE – 12<sup>TH</sup> APRIL, 2024 AT 12.00PM**

**1<sup>ST</sup> FLOOR, WEST END TOWERS, WAIYAKI WAY  
PO BOX 20414-00200, NAIROBI**

Email: [procurement@ombudsman.go.ke](mailto:procurement@ombudsman.go.ke)

Contents

END -TERM REVIEW OF THE CAJ STRATEGIC PLAN (2019-2023) ..... i

SUBMISSION DEADLINE – 12<sup>TH</sup> APRIL, 2024 AT 12.00PM ..... i

1<sup>ST</sup> FLOOR, WEST END TOWERS, WAIYAKI WAY ..... i

PO BOX 20414-00200, NAIROBI ..... i

RFP: END -TERM REVIEW OF THE CAJ STRATEGIC PLAN (2019-2023) ..... v

SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET ..... 7

- 1. Meanings/Definitions ..... 7
- 2. Introduction ..... 8
- 3. Conflict of Interest ..... 9
- 4. Unfair Competitive Advantage ..... 9
- 5. Corrupt and Fraudulent Practices ..... 10
- 6. Eligibility ..... 10

B. Preparation of Proposals ..... 12

- 7. General Considerations ..... 12
- 8. Cost of Preparation of Proposal ..... 12
- 9. Language ..... 12
- 10. Documents Comprising the Proposal ..... 12
- 11. Only One Proposal ..... 13

a. Proposal Validity Period ..... 13

- c. Sub-Contracting ..... 14

13. Clarification and Amendment of RFP ..... 14

14. Preparation of Proposals–Specific Considerations ..... 14

15. Technical Proposal Format and Content ..... 15

16. Financial Proposal ..... 15

- a. Price Adjustment ..... 15
- b. Taxes ..... 16

  - c. Currency of Proposal ..... 16
  - d. Currency of Payment ..... 16

C. SUBMISSION, OPENING AND EVALUATION ..... 16

- 17. Submission, Sealing, and Marking of Proposals ..... 16
- 18. Sealing and Marking of Proposals ..... 17
- 19. Confidentiality/Canvassing ..... 17
- 20. Opening of Technical Proposals ..... 18
- 21. Proposals Evaluation ..... 18
- 22. Evaluation of Technical Proposals ..... 18

23. Public Opening of Financial Proposals.....	19
24. Correction of Errors.....	20
25. Taxes .....	21
26. Conversion to Single Currency.....	21
27. Abnormally Low Prices.....	21
28. Abnormally High Prices .....	21
a. Quality and Cost Based Selection (QCBS) Method .....	22
b. Fixed Budget Selection (FBS) Method .....	22
c. Least Cost Selection (LCS) Method.....	22
d. Combined Technical and Evaluation Report .....	22
31. Standstill Period.....	23
D. NEGOTIATIONS AND AWARD .....	23
32. Negotiations.....	23
33. Conclusion of Negotiations.....	24
34. Letter of Award.....	25
35. Signing of Contract .....	25
36. Publication of Procurement Contract.....	25
37. Procurement Related Complaint and Administrative Review .....	25
SECTION 2 (B). DATA SHEET .....	26
SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS .....	35
To: Commission on Administrative Justice.....	35
West end Towers, 1 <sup>st</sup> floor.....	35
2. CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION .....	37
Purpose .....	39
Requirements .....	39
3. FORM TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE.....	42
A - Consultant's Organization .....	42
B - Consultant's Experience.....	42
3.FORMTECH-3: COMMENT SAND SUGGESTIONS.....	44
BACKGROUND .....	44
<i>Relevance</i> .....	45
<i>Effectiveness</i> .....	46
<i>Efficiency</i> .....	46
<i>Sustainability</i> .....	46
<i>Lessons Learned</i> .....	46
3. FORMTECH-4: DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN	49
4. FORM TECH-5: WORK SCHEDULE AND PLANNING FOR DELIVERABLES .....	51

6. FORMT ECH- 6A: TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS .....	54
7. FORM TECH-6B: CURRICULUM VITAE (CV) .....	56
8. FORMTECH-7: MANDATORY SUPPORT DOCUMENTS .....	58
FORM TECH - 8: SELF-DECLARATION FORMS.....	59
FORM SD1 .....	59
DECLARATION AND COMMITMENT TO THE CODE OF ETHICS.....	61
FORM TECH - 9: TENDER-SECURING DECLARATION FORM {r 46 and 155(2)}.....	62
SECTION 4. FINANCIALPROPOSAL - STANDARD FORMS .....	63
FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM .....	64
(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022) .....	64
FORM FIN-2: SUMMARY OF COSTS.....	65
FORM FIN-3A: BREAKDOWN OF REMUNERATION.....	66
FORM FIN 3B: CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES .....	67
FORM 3C: FORM FOR CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES.....	68
<i>INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM .....</i>	<i>70</i>

**SECTION1 (A)- REQUEST FOR PROPOSAL (RFP)**

**Date: 3<sup>RD</sup> April, 2024**

**Reference No: CAJ/RFP/03/2023-2024**

**RFP: END -TERM REVIEW OF THE CAJ STRATEGIC PLAN (2019-2023)**

**To: All Interested Consulting Firms**

Dear Sir/Madam,

**RE: REQUEST FOR PROPOSAL FOR THE END-TERM REVIEW OF THE CAJ STRATEGIC PLAN (2019-2023)**

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The Commission on Administrative Justice (CAJ) invites Proposals from interested qualified Firms to provide Consultancy Services for **End-term review of the CAJ Strategic Plan (2019-2023)**

Detailed RFP Document can be downloaded **FREE OF CHARGE** from the websites [www.ombudsman.go.ke](http://www.ombudsman.go.ke) or the Public Procurement Information Portal [www.tenders.go.ke](http://www.tenders.go.ke)

Proposals must be accompanied by a tender security of **Kshs. 26,000.00** from a reputable bank or an insurance company approved by Insurance Regulatory Authority. The security should be valid for **180 days** after the date of opening of the technical proposal.

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

Proposals **MUST** be enclosed in plain sealed envelopes, marked with the **Tender Number and Name** and be deposited in the Tender Box provided at **CAJ offices, 1<sup>st</sup> floor, West End Towers, Waiyaki Way, Nairobi**. The Proposals shall be addressed to:

**Commission Secretary,  
Commission on Administrative Justice  
P.O Box 20414 – 00200,  
NAIROBI.**

Proposals must be received on or before **12<sup>th</sup> April,2024 at 12.00 noon**. Technical Proposals will be opened immediately thereafter in the presence of the individual consultants who choose to attend the opening at the **CAJ boardroom, 1<sup>st</sup> floor, West End Towers, Waiyaki Way**.

Prices quoted should be net inclusive of all taxes, must be expressed in Kenya shillings and shall remain valid for a period of **180 days** from the closing date of the Proposal.

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

**COMMISSION SECRETARY.**

## SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET

### Section 2(a). Instructions to Consultants (ITC)

#### A. GENERAL PROVISIONS

##### 1. Meanings/Definitions

- a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- b) "Applicable Law" means the laws and any other instruments having the force of law in Kenya.
- c) "Procuring Entity" means the entity that is carrying out the consultant selection process and signs the Contract for the Services with the selected Consultant.
- d) "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Procuring Entity under the Contract.
- e) "Contract" means a legally binding written agreement signed between the Procuring Entity and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- f) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- g) "Day" means a calendar day unless otherwise specified as "Business Day". A Business Day is any day that is an official working day in Kenya and excludes official public holidays.
- h) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- i) "Government" means the Government of the Republic of Kenya.
- j) "In writing" means communicated in written form such as by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Procuring Entity with proof of receipt.
- k) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.
- l) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services

under the Contract and whose CV is considered in the technical evaluation of the Consultant's proposal.

- m) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
- n) "Letter of RFP" means the letter of invitation being sent by the Procuring Entity to the Consultants.
- o) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- p) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
- q) "Public Procurement Regulatory Authority (PPRA)" means the statutory authority of the Government of Kenya that is mandated with the role of regulating and monitoring compliance with the public procurement law and regulations.
- r) "RFP" means the Request for Proposals to be prepared by the Procuring Entity for the selection of Consultants.
- s) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- t) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Procuring Entity during the whole performance of the Contract.
- v) "Terms of Reference (TORs)" means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Entity and the Consultant, and expected results and deliverables of the assignment.

## 2. Introduction

- 2.1 The Procuring Entity named in the Data Sheet intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the Data Sheet.
- 2.2 The Consultant are invited to submit a Technical Proposal and a Financial Proposal, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.
- 2.4 The Procuring Entity will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.



### 3. **Conflict of Interest**

- 3.1 The Consultant is required to provide professional, objective, and impartial advice, always holding the Procuring Entity's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.
- 3.2 The Consultant has an obligation to disclose to the Procuring Entity any situation of actual or potential conflict that impacts its capacity to serve the best interest of the Procuring Entity. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 3.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultants shall not be hired under the circumstances set forth below:

*i) Conflicting Activities*

Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Procuring Entity to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation. *ii) Conflicting Assignments*

Conflict among consulting assignments: A Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may conflict with another assignment of the Consultant for the same or for another Procuring Entity.

*(iii) Conflicting Relationships*

Relationship with the Procuring Entity's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or personal relationship with senior management or professional staff of the Procuring Entity who has the ability to influence the bidding process and: (i) are directly or indirectly involved in the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from such relationship has been resolved in a manner that determines there is no conflict to affect this selection process.

*iv) Others*

Any other types of conflicting relationships as indicated in the Data Sheet.

### 4. **Unfair Competitive Advantage**

- 4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive

advantage from having provided consulting services related to the assignment in question. To that end, the Procuring Entity shall indicate in the Data Sheet and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

## **5. Corrupt and Fraudulent Practices**

5.1 Consultant firms or any of its members shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. Consultant firms or any of its members that are proven to have been involved in any of these practices shall be automatically disqualified and would not be awarded a contract.

### 5.2 Collusive practices

5.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any Consultant found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Consultants shall be required to complete and sign the "Certificate of Independent Proposal Determination" annexed to the Proposal Form.

5.3 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Government and its agencies to inspect all accounts, records and other documents relating to any short-listing process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors, investigators or compliance officers.

## **6. Eligibility**

6.1 In selection of Consultants, short-listing shall be composed of firms or individuals who belong to the same line of professional business and who are almost of the same capability.

6.2 Unless otherwise specified in the Data Sheet, the Procuring Entity permits Consultants including proposed experts, joint ventures and individual members from all countries and categories to offer consulting services. The maximum number of members so far JV shall be specified in the TDS.

6.3 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for submission of proposals, but it shall be a condition of contract award and signature. AJV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website [www.cak.go.ke](http://www.cak.go.ke)

- 6.4 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 6.5 It is the Consultant's responsibility to ensure that it's Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements.
- 6.6 As an exception to the foregoing ITC 6.1 and 6.2 above:
- a) Sanctions-A firm or an individual that has been debarred from participating in public procurement shall be ineligible to be awarded a contract, or to benefit from the contract, financially or otherwise, during the debarment period. The list of debarred firms and individuals is available from the website of PPRA [www.ppra.go.ke](http://www.ppra.go.ke).
  - b) Prohibitions-Firms and individuals of a country or goods in a country maybe ineligible if:
    - i) As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
    - ii) By an act of compliance with a decision of the United Nations Security Council taken under Chapter.

VII of the Charter of the United Nations, Kenya prohibits any import of goods or services from that country or any payments to any country, person, or entity in that country.

- c) Restrictions for Government-owned Enterprises-Government-owned enterprises or institutions in Kenya shall be eligible only if they can establish that they i) Are legally and financially autonomous, ii) Operate under commercial law, and iii) That they are not dependent agencies of the Procuring Entity.
- d) Restrictions for public employees - Government officials and civil servants and employees of public institutions shall not be hired for consulting contracts.

6.7 Margin of Preference and Reservations-no margin of preference shall be allowed in the selection of consultants. Reservations may however be allowed to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the Data Sheets. A procuring entity shall ensure that the invitation to submit proposals specifically includes only businesses or firms belonging to one group.

## **B. Preparation of Proposals**

### **7. General Considerations**

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

### **8. Cost of Preparation of Proposal**

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Entity is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without there by incurring any liability to the Consultant.

### **9. Language**

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Entity shall be written in the English language.

### **10. Documents Comprising the Proposal**

10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.

10.2 The Consultant shall declare in the Financial Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of

Kenya against fraud and corruption including bribery, as well as against anticompetitive practices including bid rigging.

10.3 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal Submission Form.

## **11. Only One Proposal**

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet.

11.2 Members of a joint venture may not also make an individual Proposal, be a subcontractor in a separate proposal or be part of another joint venture for the purposes of the same Contract.

11.3 Should a Joint Venture subsequently win the Contract, it shall consider whether an application for exemption from the Competition Authority of Kenya is merited pursuant to Section 25 of the Competition Act 2010.

## **12. Proposal Validity**

### **a. Proposal Validity Period**

12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and may be subject to sanctions in accordance with IT C5. b. **Extension of Validity Period**

12.4 The Procuring Entity will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Procuring Entity may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. **Substitution of Key Experts at Validity Extension**

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Entity together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluations core, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Entity, such Proposal will be rejected.

c. **Sub-Contracting**

12.9 The Consultant shall not subcontract the whole or part of the Services without reasonable justification and written approval of the Procuring Entity.

**13. Clarification and Amendment of RFP**

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Entity's address indicated in the Data Sheet. The Procuring Entity will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. Should the Procuring Entity deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.2 At any time before the proposal submission deadline, the Procuring Entity may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all invited Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing.

13.3 If the amendment is substantial, the Procuring Entity may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.

13.4 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

**14. Preparation of Proposals—Specific Considerations**

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

- (a) If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Subconsultants, it may do so long as only one Proposal is submitted, in accordance with ITC 11. Above. A Consultant cannot associate with shortlisted Consultant(s). When associating with non-shortlisted/non-invited firms in the form of a joint venture or a sub-consultancy, the shortlisted/invited Consultant shall be a lead member. If shortlisted/invited Consultant associates with each other, any of them can be a lead member.
- (b) The Procuring Entity may indicate in the Data Sheet the estimated amount or Key Experts' time input (expressed in person-month), or the Procuring Entity's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same. This clause shall not apply when using Fixed Budget selection method.
- (c) For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input shall not be disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- d) Key Experts shall not appear in more than one proposal unless so allowed in the Data Sheet. Invited firms must confirm and ensure their Key experts do not appear in proposal of other invited firms, otherwise proposals with Key experts appearing in other proposals will be rejected.

## **15. Technical Proposal Format and Content**

- 15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the Data Sheet under ITC 10.1. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 15.2 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

## **16. Financial Proposal**

- 16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet. Irrespective of the consultant selection method, any Consultant that does not submit itemized and priced financial proposal, or merely refers the Procuring Entity to other legal instruments for the applicable minimum remuneration fees shall be considered non-responsive.

### **a. Price Adjustment**

- 16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates apply if so, stated in the Data Sheet.

**b. Taxes**

16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in Kenya is provided in the Data Sheet.

**c. Currency of Proposal**

16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in Kenya Shillings.

**d. Currency of Payment**

16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

**C. SUBMISSION, OPENING AND EVALUATION**

**17. Submission, Sealing, and Marking of Proposals**

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.5 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.



## 18. Sealing and Marking of Proposals

- 18.1 The firm shall deliver the Proposals in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the assignment, addressed to the Procuring Entity and a warning “**DO NOT OPEN BEFORE..... at.....pm**”. Within the single envelope, package or container, the Firm shall place the following separate, sealed envelopes:
- 18.2 In the single sealed envelope, or in a single sealed package, or in a single sealed container the following documents shall be closed and shall be addressed as follows:
- i) in an envelope or package or container marked “ORIGINAL”, all documents comprising the Technical Proposal, as described in ITC11;
  - ii) in an envelope or package or container marked “COPIES”, all required copies of the Technical Proposal;
  - iii) in an envelope or package or container marked “ORIGINAL”, all required copies of the Financial Proposal; and
- 18.3 The inner envelopes or packages or containers shall:
- i) Bear the name and address of the Procuring Entity.
  - ii) Bear the name and address of the Firm; and iii) Bear the name and Reference number of the Assignment.
- 18.4 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the proposal. Proposals that are misplaced or opened prematurely will not be accepted.
- 18.5 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Procuring Entity no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Procuring Entity after the deadline shall be declared late and rejected, and promptly returned unopened.

## 19. Confidentiality/Canvassing

- 19.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Procuring Entity on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
- 19.2 Any attempt by Consultants or any one on behalf of the Consultant to influence improperly the Procuring Entity in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing PPRA's debarment procedures.

19.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Procuring Entity on any matter related to the selection process, it should do so only in writing.

## **20. Opening of Technical Proposals**

20.1 The Procuring Entity's opening committee shall conduct the opening of the Technical Proposals in the presence of the Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored by the Procuring Entity or with a reputable public auditor or independent authority until they are opened in accordance with ITC 22.

20.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.

## **21. Proposals Evaluation**

21.1 Subject to provision of ITC 15.1, the valuers of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and after the Procuring Entity notifies all the Consultants in accordance with ITC 22.1.

21.2 The Consultant is not permitted to alter or modify its Proposal in anyway after the proposal submission deadline except as permitted under ITC12.7. While evaluating the Proposals, the Evaluation Committee will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

## **22. Evaluation of Technical Proposals**

22.1 The Procuring Entity's evaluation committee shall evaluate the Technical Proposals that have passed the eligibility and mandatory criteria, on the basis of their responsiveness to the Terms of Reference and the RFP. The eligibility and mandatory criteria shall include the following and any other that may include in the Data sheet.

- a) Firm has submitted the required number of copies of the Technical Proposals.
- b) Firm has submitted a sealed financial proposal.
- c) The Proposal is valid for the required number of days.
- d) The Technical Proposal is signed by the person with power of attorney, without material deviation, reservation, or omission.
- e) The Technical Proposal is complete with all the forms and required documentary evidence submitted.
- f) A valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14 for Kenyan firms.
- g) Key Experts are from eligible countries.

- h) Key Experts do not appear in more than one proposal, if so required.
- i) A short-listed firm has not participated in more than one proposal, if so required.
- j) The Consultant is not insolvent, in receivership, bankrupt or in the process of being wound up.
- k) The Consultant, its sub-consultants and experts have not engaged in or been convicted of corrupt or fraudulent practices.
- l) The Consultant is neither precluded from entering into a Contract nor debarred by PPRA.
- m) The firm has not proposed employing public officials, civil servants and employees of public institutions.
- n) The Consultant, its sub-consultants and experts have no conflicts of interest.

22.2 Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

## **23. Public Opening of Financial Proposals**

### **23.1 Unsuccessful Proposals**

After the technical evaluation is completed, the Procuring Entity shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following: (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;(ii)provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and (iv ) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

### **23.2 Financial Proposals for QBS, CQS and SSS**

Following the ranking of the Technical Proposals, when the selection is based on QBS or CQS, the top-ranked Consultant is invited to negotiate the Contract. Only the Financial Proposal of the technically top-ranked Consultant is opened by the opening committee. All other Financial Proposals shall be returned unopened after the Contract negotiations are successfully concluded and the Contract is signed with the successful Consultant.

When the selection is based on the SSS method and if the invited Consultant meets the minimum technical score required passing, the financial proposal shall be opened and the Consultant invited to negotiate the contract.

### **23.3 Financial Proposals for QCBS, FBS, LCS**

Following the ranking of the Technical Proposals, and after internal approvals, the Procuring Entity shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following: (i) their

Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score; (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;(iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

#### **23.4 Opening of Financial Proposals**

The opening date should allow the Consultants sufficient time to decide for attending the opening and shall be no less than five (5) Business Days from the date of notification of the results of the technical evaluation, described in ITC 22.1 and 22.2.

The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice.

The Financial Proposals shall be opened publicly by the Procuring Entity's opening committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the Procuring Entity as indicated in the Data Sheet. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.

#### **24. Correction of Errors**

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

24.2 Time-Based Contracts-If a Time-Based contract form is included in the RFP, in case of discrepancy between (i) a partial amount(sub-total) and the total amount, or (ii)between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between figures and words, the later will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Entity's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

24.3 Lump-Sum Contracts - If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical correction nor price adjustments shall be made. The total price, net of taxes understood as per ITC 24 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

## **25. Taxes**

- 25.1 Subject to ITC 24.2, all taxes are deemed to be included in the Consultant's financial proposal as separate items, and, therefore, considered in the evaluation.
- 25.2 All local identifiable taxes levied on the contract in voices (such as sales tax, VAT, excise tax, or any similar taxes or levies) and in come and withholding tax payable to Kenya on the remuneration of non-resident Experts for the services rendered in Kenya are dealt with in accordance with the instructions in the Data Sheet.

## **26. Conversion to Single Currency**

- 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

## **27. Abnormally Low Prices**

- 27.1 An Abnormally Low Price is one where the financial price, in combination with other constituent elements of the proposal, appears unreasonably low to the extent that the price raises material concerns with the Procuring Entity as to the capability of the Consulting firm to perform the Contract for the offered price.
- 27.2 In the event of identification of a potentially Abnormally Low Price by the evaluation committee, the Procuring Entity shall seek written clarification from the firm, including a detailed price analyses of its price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risk sand responsibilities and any other requirements of the RFP document.
- 27.3 After evaluation of the price analyses, if the Procuring Entity determines that the firm has failed to demonstrate its capability to perform the contract for the offered price, the Procuring Entity shall reject the firm's proposal.

## **28. Abnormally High Prices**

- 28.1 An abnormally high price is one where the proposal price, in combination with other constituent elements of the proposal, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Consultants is compromised.
- 28.2 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct, and review the RFP to check if the specifications, TOR, scope of work and conditions of contract are contributory to the abnormally high proposals. The Procuring Entity may also seek written clarification from the Consultants on the reason or the high proposal price. The Procuring Entity shall proceed as follows:
- i) If the proposal price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the proposal depending on the Procuring Entity's budget considerations.

- ii) If specifications, TOR, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, the Procuring Entity shall reject all proposals and may re-invite for proposals for the contract based on revised estimates, specifications, TOR, scope of work and conditions of contract.

28.3 If the Procuring Entity determines that the Proposal Price is abnormally too high because genuine competition between Consultants is compromised (often due to collusion, corruption or other manipulations), the Procuring Entity shall reject all Proposals and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before re-inviting for proposals.

## **29. Combined Quality and Cost Evaluation**

### **a. Quality and Cost Based Selection (QCBS) Method**

29.1 In the case of Quality and Cost Based Selection (QCBS), the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant that achieves the highest combined technical and financial score will be notified and invited for negotiations.

### **b. Fixed Budget Selection (FBS) Method**

29.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the Data Sheet shall be rejected. The Procuring Entity's evaluation committee will select the Consultant with the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, notify and invite such Consultant to negotiate the Contract.

### **c. Least Cost Selection (LCS) Method**

29.3 In the case of Least-Cost Selection (LCS), the Procuring Entity's evaluation committee will select the Consultant whose Proposal is the lowest evaluated total price among those Proposals that achieve the minimum technical score required to pass, notify the Consultant and invite the Consultant to negotiate the Contract.

### **d. Combined Technical and Evaluation Report**

29.4 The evaluation committee shall prepare a combined technical and financial evaluation report, with specific recommendations for award or otherwise and subject to the required approvals within the Procuring Entity prior to notifications and invitation of Consultant for negotiations.

## **30. Notification of Intention to enter into a Contract/Notification of Award**

30.1 The Procuring Entity shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The **Notification of Intention to enter into a Contract / Notification of Award** shall contain, at a minimum, the following information:

- i) The name and address of the Consultant with whom the Procuring Entity successfully negotiated a contract;

- ii) the contract price of the successful Proposal;
- iii) a statement of the reasons why the recipient's Proposal was unsuccessful
- iv) the expiry date of the Standstill Period, and
- v) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

### **31. Standstill Period**

31.1 The Standstill Period shall be the number of days stated in the Data Sheet. The Standstill Period commences the day after the date the Procuring Entity has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. The Contract shall not be signed earlier than the expiry of the Standstill Period. This period shall be allowed for aggrieved Consultants to lodge an appeal. The procedure for appeal and the authority to determine the appeal or complaint is as indicated in the Data Sheet.

## **D. NEGOTIATIONS AND AWARD**

### **32. Negotiations**

32.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

32.2 The evaluation committee shall prepare minutes of negotiations that are signed by the Accounting Officer and the Consultant's authorized representative.

#### **32.3 Availability of Key Experts**

The invited Consultant shall confirm the availability of all key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Entity proceeding to negotiate the Contract with the next-ranked Consultant.

32.4 Notwithstanding the above, the substitution Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

#### **32.5 Technical negotiations**

The technical negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Entity's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

## **32.6 Financial negotiations**

The financial negotiations include the clarification of the Consultant's tax liability in Kenya and how it should be reflected in the Contract. All applicable taxes shall be itemized separately and included in the contract price.

32.7 If the selection method included cost as a factor in the evaluation (that is QCBS, FBS, LCS), the unit rates and the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

32.8 Where QBS or CQS methods was used for a *Lump-sum Contract* as indicated in the RFP, the unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts or the professional practice. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QB Sand CQS; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates. If after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked Consultant to open its financial proposal and negotiate the contract.

32.9 In the case of a *Time- Based contract*, negotiation of unit rates shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QBS and CQS; and (ii) clarifying remuneration rates 'structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations-Breakdown of Remuneration Rates. If after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked Consultant for negotiations.

32.10 Where SSS method was used as indicated in the RFP, both the unit rates and total price shall be negotiated. If the negotiations fail, the Procuring Entity shall terminate the Consultant selection process. In that event, the Procuring Entity shall review the consultancy requirements and market conditions prior to deciding to use an appropriate selection method to again procure the consulting services.

## **33. Conclusion of Negotiations**

33.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Accounting Officer and the Consultant's authorized representative and minutes prepared to record the outcome of the negotiations.

33.2 If the negotiations fail, the Procuring Entity shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Entity shall terminate the negotiations informing the Consultant of the reasons for doing so. The Procuring Entity will invite the next-ranked Consultant to negotiate a Contract. Once the Procuring Entity commences negotiations with the next-ranked Consultant, the Procuring Entity shall not reopen the earlier negotiations.



### **34. Letter of Award**

34.1 Upon expiry of the Standstill Period, specified in ITC 28.1, after satisfactorily addressing any appeal that has been filed within the Standstill Period, and upon successful negotiations, the Procuring Entity shall send a Letter of Award to the successful Consultant. The letter shall confirm the Procuring Entity's award of Contract to the successful Consultant and requesting the Consultant to sign and return the draft negotiated Contract within Twenty-One (21) Days from the date of the Letter of Award.

### **35. Signing of Contract**

35.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry of the Standstill Period, specified in ITC 28.1 and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

35.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

### **36. Publication of Procurement Contract**

36.1 Within the period specified in the Data Sheet, the Procuring Entity shall publish the awarded Contract which shall contain, at a minimum, the following information: (a) name and address of the Procuring Entity; (b) name and reference number of the contract being awarded, (c) the selection method used; (d) names of the consultants that submitted proposals; (e) names of all Consultants whose Proposals were rejected or were not evaluated; (f) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope.

36.2 Consider carefully the information on Consultants to be published, particularly evaluation by the Procuring Entity, to avoid disclosing information which can facilitate bid-rigging formation going forward. Suggest amendment as follows:

36.3 The awarded Contract shall be published on the Procuring Entity's website with free access if available and in the official procurement tender portal.

### **37. Procurement Related Complaint and Administrative Review**

37.1 The procedures for making Procurement-related Complaints shall be specified in the **TDS**.

37.2 A request for administrative review shall be made in the form provided under contract forms.

**SECTION 2 (B). DATA SHEET**

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
<b>A. General Provisions</b>	
1 (j)	<p>Electronic procurement system shall be used: No</p> <p>The Procuring Entity shall use the following electronic-procurement system to manage the issuing of the Request for Proposal (RFP)</p> <ol style="list-style-type: none"> <li>1. The Public Procurement Information Portal (tenders.go.ke)</li> <li>2. The commission website (<a href="http://www.ombudsman.go.ke">www.ombudsman.go.ke</a>)</li> </ol>
2.1	<p>Name of the Procuring Entity: <b>The Commission on Administrative Justice</b></p> <p>The consultant selection method is:</p> <p><b>Quality and Cost Based Selection Method (QCBS) [ Yes ]</b></p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal in separate envelopes <b>YES</b></p> <p>The name of the assignment is: <b>Request for Proposal for End-Term review of the CAJ strategic plan (2019-2023)</b></p>
2.3	<p>A pre-proposal conference will be held: <b>NO</b></p>
2.4	<p>The Procuring Entity will provide the following inputs: <b>Project data, reports, terms of reference etc. to facilitate the preparation of the Proposals.</b></p>
3.3 (iv)	<p>The consultants shall not be hired under the circumstances in conflicting activities <b>N/A</b></p>
4.1	<p>If "Unfair Competitive Advantage" <b>N/A</b></p>
6.2	<p>Maximum number of members in the Joint Venture (JV) shall be: <b>N/A</b></p>
6.6 (a)	<p>The list of debarred firms and individuals is available at the PPRA's website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a> or email <a href="mailto:complaints@ppra.go.ke">complaints@ppra.go.ke</a></p>
6.7	<p>No margin of preference shall be allowed</p>
<b>B. Preparation of Proposals</b>	

10.1	<p>The Proposal shall comprise the following:</p> <p>1<sup>st</sup> Inner Envelope with the Technical Proposal:  Power of Attorney to sign the Proposal  TECH-1: Technical Proposal Submission Form  TECH-2: Consultant's Organization and Experience  TECH-3: Comments and Suggestions  TECH-4: Description of Approach, Methodology and Work plan  TECH-5: Work Schedule and Planning for Deliverables  TECH-6: Team Composition, Assignment, and Key Experts' Input  TECH-7: Mandatory Documentary Evidence  AND  2<sup>nd</sup> Inner Envelope with the Financial Proposal:  (1) FIN-1: Financial Proposal Submission Form  (2) FIN-2: Summary of Costs  (3) FIN-3: Breakdown of Remuneration  (4) FIN-4: Breakdown of Reimbursable Expenses</p>
11.1	Participation of Sub-consultants, and Key Experts in more than one Proposal is permissible: <b>N/A</b>
12.1	Proposals must remain valid for <b>180 days</b> after the proposal submission deadline.
13.1	<p>Clarifications may be requested no later than <b>four (4)</b> days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is: E-mail:  <a href="mailto:procurement@ombudsman.go.ke">procurement@ombudsman.go.ke</a></p>
14 (b) (do not use for Fixed Budget method)	<b>N/A</b>

14 (c) and 26.2 [use for Fixed Budget method]	<b>N/A</b>
14 (d)	<b>N/A</b>
16.1(b)	<i>AS PROVIDED IN SECTION 4</i>

16.2	A price adjustment <b>N/A</b>	
16.3	Information on the Consultant's tax obligations in the Procuring Entity's country can be found on the Kenya Revenue Authority website: <a href="http://www.kra.go.ke">www.kra.go.ke</a>	
16.4	The Financial Proposal shall be stated in the following currencies: <b>Kenya Shillings:</b>	
<b>C. Submission, Opening and Evaluation</b>		
17.1	The Consultants shall submit their Proposals in two sealed envelopes with technical and financial proposals ( <b>separate envelopes</b> )	
17.5	Consultant must submit The: (a) Technical Proposal: one (1) original and one (1) copy and (b) Financial Proposal: one (1) original and one (1) copy.	
18.5	The Proposals must be submitted no later than: 12 <sup>th</sup> April, 12.00 noon. The Proposal submission address is: <b>Commission on Administrative Justice West end Towers, 1<sup>st</sup> Floor PO Box 20414-00200 NAIROBI</b>	
20.1	The opening shall take place at: The Commission on Administrative Justice, 1 <sup>st</sup> Floor at 12.00 noon	
20.2	In addition, the following information will be read aloud at the opening of the Technical Proposals: 1) The name of the firm submitting the proposal 2) Number of proposal documents received	
22.1	<b>OTHER ELIGIBILITY AND MANDATORY CRITERIA SHALL BE:</b>	<b>YES/NO</b>
	a. Provide a <b>certified</b> copy of Certificate of Incorporation/Registration (for each party/member of consortium in case of a joint venture)	

b. Provide a copy of valid Tax Compliance Certificate (for each party/member of consortium in case of a joint venture)	
c. Provide copies of Identification cards of Director plus a <b>certified</b> copy of certificate of confirmation of directors and shareholding (CR12) issued within the last 12 months	
d. Provide a certified copy of a valid County Government single business permit	
e. Power of Attorney/authorization letter, giving the name of the person who has been authorized to submit/execute this agreement as binding and this person should sign all the documents related to this tender	
f. Must submit a dully filled, signed and stamped Confidential Business Questionnaire in the format provided	
g. The bid document "original" and "copy" must be chronologically serialized on all pages of the tender document	
h. Must submit the required number of the technical and financial proposals separate (a copy and an original each)	
i. Must submit an original bid security of <b>Kshs. 26,000/-</b> from a reputable bank or by an insurance company registered and licensed by the Insurance Regulatory Authority in Kenya valid for <b>180 days (To be attached in the technical proposals)</b>	
j. Must provide a duly filled, signed and stamped Self Declaration form that the tenderer will not engage in any corrupt or fraudulent practice	
k. Provide a duly filed, signed and stamped Self-Declaration form that the tenderer is not debarred by the Public Procurement Regulatory Authority (PPRA)	
l. Provide a duly filled, signed and stamped certificate of Independent Proposal Determination	
m. Provide a duly filled signed and stamped declaration and commitment to the Code of Ethics	

n. Provide a duly filled, signed and stamped Beneficial Ownership Disclosure form

**Financial Evaluation (Mandatory) to be attached in the Financial Proposal**

- a. Duly filled, signed and stamped financial proposal form
- b. Submit the required number of copies of the financial proposal (one "original" and one "copy" each)
- c. Bid document of the financial proposal (copy and original) must be sequentially serialized

**AT THIS STAGE, THE TENDERERS' SUBMISSION WILL EITHER BE RESPONSIVE OR NON-RESPONSIVE. THE NON-RESPONSIVE SUBMISSIONS WILL BE THE ONES THAT HAVE NOT ATTACHED ALL THE MANDATORY REQUIREMENTS, AND WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FOR FURTHER EVALUATION.**

**THE CRITERIA, SUB-CRITERIA, AND POINT SYSTEM FOR THE EVALUATION OF THE TECHNICAL PROPOSALS:**

**1) Specific experience of the firm/consultant, relevant to the Assignment:**

**[30 marks]**

a) Provide a brief description of the firm (Company Profile) including organisational Chart **(4 marks)**

**b) General Experience of the firm:** At least 6 years' relevant experience (ombudsmanship, governance, research, strategy/policy development, project management and/or political science and/or monitoring and evaluation assignments). (Attach at least 3 Recommendation letters). **(2 Marks Each)**

c) **Specific Experience:** List four strategic plan review assignments for which the firm/consultant was legally contracted by the procuring entity as a company or was one of the joint venture partners within the last 12 years. (Attach copies of relevant documents/evidence). **(5 Marks Each)**

<p><b>2) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</b></p>	<p><b>[20marks]</b></p>
<p>a) Provide a detailed methodology or approach for implementing the assignment (Appropriateness and completeness in description). <b>(10marks)</b></p>	
<p>b) Provide a proposed work plan/programme of action incorporating key tasks/activities of the assignment. <b>(5marks)</b></p>	

<p>c) Provide comments and suggestions on your understanding of the Terms of Reference that could improve the quality/effectiveness of the assignment. <b>(5marks)</b></p>	
<p><b>3) Qualifications and competencies of the key staff for the assignment</b></p>	<p><b>[40 marks]</b></p>
<p><b>Team</b>  <b>a)</b> Demonstrate capability to undertake the assignment by providing dedicated and adequate team members for the task. <b>(5 marks)</b></p>	
<p><b>Team Leader</b>  a) Has a master's degree in a relevant field in the area of Economics, Strategic Management/Planning, Public Administration, And/or Project Management, and/or political Science, and/or Good Governance and/or Development studies from a recognized university. <b>(3 marks)</b></p>	
<p>b) Experience of at least 6 years' in strategy review, formulation and implementation. <b>(3 marks)</b></p>	
<p>c) Experience in planning, managing and directing major research projects and publications. <b>(3 marks)</b></p>	
<p>d) Excellent communication, facilitation synthesis and organization skills. <b>(3 marks)</b></p>	
<p>e) Current membership to relevant professional body (attach valid membership certificate). <b>(3 marks)</b></p>	

<b>Other Team Members (At least 2 No.)</b>	
a) Bachelor's degree in Economics, Statistics, Strategic management, Public Administration, Information Communication Technology (ICT), or other relevant fields <b>(4 marks)</b>	
b) Experience of at least 4 years (for each member) in carrying out reviews of strategic plans. (either public or private sector). <b>(4 marks)</b>	
c) Have skills and expertise in the use of standard data management software and statistical analysis packages. (Attach Certificate) <b>(4 marks)</b>	
d) Practical application of monitoring & evaluation methodologies & tools. (Attach professional certification in monitoring and evaluation). <b>(4 marks)</b>	

e) Current membership to relevant professional body (attach valid membership certificate). <b>(4 marks)</b>	
<b>4) Value Addition Services:</b> Indicate in the technical proposal, the value addition you intend to offer while undertaking the assignment.	<b>[5 marks]</b>
<b>5) Financial Capability:</b> Provide proof of adequate financial resources to undertake the exercise with an average annual turnover of Kshs 2 million over the last 3 years (audited accounts)	<b>(5 marks)</b>
<b>Total points</b>	<b>100</b>
<p>The minimum technical score required to pass is <b>80%</b> (firms who score 80% and above will be recommended to be considered for the financial evaluation. Firms who score less than 80% will be disqualified from further evaluation)</p> <p><i>[Notes to Consultant: The Procuring Entity will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skill mix; and the work plan has right input of Experts]</i></p>	



	<p>An online option of the opening of the Financial Proposals is offered: <b>No</b></p> <p><b>REF ITC clause 25.2 AS PROVIDED IN SECTION 4</b></p> <p><b>REF ITC clause 26.1</b> The single currency is <u>Kenya Shillings</u></p> <p><b>REF ITC clause 29.1</b> The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.  The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:  <math>Sf = 100 \times Fm / F</math>, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.  The weights given to the Technical (T) and Financial (P) Proposals are: T = 80%  P = 20%  Proposals are 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) as following: <math>S = St \times T\% + Sf \times P\%</math>.</p> <p><b>REF ITC clause 31</b> The Standstill Period shall be: fourteen (14) days  The procedures for making a procurement related complaint are detailed in the Public Procurement and Asset Disposal Act and Regulations. If a Consultant wishes to make a procurement related complaint or appeal, the Consultant shall submit its complaint to the Public Procurement Administrative Review Board.</p>
<b>D. Negotiations and Award</b>	<p>Expected date and address for contract negotiations:  As and when required  Address: <b>Commission on Administrative Justice</b>  <b>West End Towers,</b>  <b>PO Box 20414-00200</b>  <b>Nairobi</b></p>
32.1	<p>Expected date for the commencement of the Services: Date:  <i>to be communicated after award</i></p>
35.2	<p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following:  The publication will be done within 14 days after the contract signing</p>

36.1

The procedures for making a Procurement-related Complaints are detailed in the “Regulations” available from the PPRA Website [www.ppra.go.ke](http://www.ppra.go.ke) or email [complaints@ppra.go.ke](mailto:complaints@ppra.go.ke). If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email).

In summary, a Procurement-related Complaint may challenge any of the following:

- (i) the terms of the Tender Documents; and
- (ii) the Procuring Entity's decision to award the contract.

### SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

#### 1. FORMTECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

To: **Commission on Administrative Justice**  
**West end Towers, 1<sup>st</sup> floor**  
**PO Box 20414-00200**  
**NAIROBI**

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **End-Term review of the CAJ Strategic Plan 2019-2023** in accordance with your RFP dated 3rd April, 2024 and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

*{If the Consultant is a joint venture, insert the following: We are submitting our Proposal in association/as a consortium/as a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.*

OR

*{If the Consultant's Proposal includes Sub-consultants, insert the following:} We are submitting our Proposal with the following firms as Sub-consultants: {insert a list with full name and address of each Sub-consultant.}*

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Entity or maybe sanctioned by the PPRA.
- b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- c) We have no conflict of interest in accordance with ITC3.
- d) We meet the eligibility requirements as stated in ITC6, and we confirm our understanding of our obligation to abide by the Government's policy in regard to corrupt, fraudulent and prohibited practices as per ITC5.

- e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, as well as laws against anti-competitive practices, including bid rigging in force in Kenya; we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption or anticompetitive practices.
- f) We confirm that we are not insolvent, in receivership, bankrupt or on the process of being wound up.
- g) The Consultant shall declare in the Technical Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anticompetitive practices including bid-rigging.
- (h) We are not guilty of any serious violation of fair employment laws and practices. We undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against collusive and anti-competitive practices, including bid rigging. To this effect we have signed the "Certificate of Independent Proposal Determination" attached below. We also undertake to adhere by the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya, copy available from \_\_\_\_\_ (specify website) during the procurement process and the execution of any resulting contract.
- (I) We, along with any of our sub-consultants are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA.
- (e) Except as stated in the ITC12 and Data Sheet, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 29.3 and 29.4 may lead to the termination of Contract negotiations.
- (j) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (k) We understand that the Procuring Entity is not bound to accept any Proposal that it receives.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 32.2 of the Data Sheet.

We remain, Yours  
sincerely,

Authorized Signature {In full  
and initials}:

Name and Title of Signatory: Name  
of Consultant (company's name  
or JV's name):

Contact information (*phone and e-mail*):

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

## 2. CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying TECHNICAL PROPOSAL SUBMISSION FORM to the \_\_\_\_\_

\_\_\_\_\_ [Name of Procuring Entity]

for: \_\_\_\_\_ [Name and number of tender] in response to the request for tenders made by: \_\_\_\_\_ [Name of Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of \_\_\_\_\_ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a. Has been requested to submit a Tender in response to this request for tenders;
  - b. could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. Tenderer discloses that [check one of the following, as applicable]:
  - c. The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - d. The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs(5)(a) or (5) (b)above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a. prices;
  - b. methods, factors or formulas used to calculate prices;
  - c. the intention or decision to submit, or not to submit, a proposal; or

d. the submission of a proposal which does not meet the specifications of the request for proposals; except as specifically disclosed pursuant to paragraph(5)(b) above;

7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this RFP relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph(5)(b) above;

8. The terms of the RFP have not been, and will not be, knowingly disclosed by the Consultant, directly or indirectly, to any competitor, prior to the date and time of the official proposed opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph(5)(b) above.

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

*[Name, title and signature of authorized agent of Consultant and Date]*

### **3. APPENDIX TO FORM OF PROPOSAL ON FRAUD AND CORRUPTION CLAUSE (for information)**

*(Appendix shall not be modified)*

#### **Purpose**

The government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (no. 33 of 2015) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

#### **Requirements**

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts ,and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

Kenya's public procurement and asset disposal act (no.33 of 2015) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

- (1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- (2) A person referred to under sub section (1) who contravenes the provisions of that sub-section commits an offence;
- (3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
  - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
  - b) if a contract has already been entered into with the person, the contract shall be avoidable;
- (4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- (5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement—
  - i) Shall not take part in the procurement proceedings;
  - ii) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and iii) Shall not be a sub-

contractor for the tender to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the sub-contractor appointed shall meet all the requirements of this Act.

- (6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- (7) If a person contravenes sub section (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer.
- (8) Incompliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:
  - a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
    - i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
    - ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
    - iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
    - iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
    - v) "obstructive practice" is:
      - i) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
      - ii) Acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
  - b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:



"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.

- c) Rejects a proposal or award<sup>1</sup> of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its subconsultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect<sup>2</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a "Self-Declaration Form" as included in the procurement document declaring that they and all parties

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<sup>1</sup> For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in A consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies there of as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

### 3. FORM TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

#### A - Consultant's Organization

Provide here a brief description of the background and organization of your company, and-in case of a joint venture-of each member for this assignment.

#### B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last six (6) years.
2. List only those assignments for which the Consultant was legally contracted by the Procuring Entity as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their Curriculum Vitae (CV).
3. The Consultant shall substantiate their claimed experience by presenting copies of relevant documents such as the form of contract (not the whole contract), purchase order, service order, performance certificate, etc.; which shall be included in the proposal as part of *Form Tech 7 Mandatory Documentary Evidence*.

4.

<b>Assignment name:</b>	<b>Approx. value of the contract [KES]:</b>
Country:	Duration of assignment (months):
Name of Procuring Entity:	Total no. of staff-months of the assignment:
Contact Address: Email:	Approx. value of the services provided by your firm under the contract:

Start date (month/year): Completion date:	No. of professional staff-months provided by associated Consultants:
Role on Assignment: (E.g. <i>Lead Member in ABC JV, or Sole Consultant</i> ):	Name of senior professional staff of your firm involved and functions performed:
Narrative description of Assignment:	

Description of actual services provided by your staff within the assignment:	
Name of Consulting Firm: Signatory:	Name and Title of

### **3.FORMTECH-3: COMMENTS AND SUGGESTIONS**

Form TECH-3: The Consultant to provide comments and suggestions on the Terms of Reference, counterpart staff and facilities to be provided by the Procuring Entity that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Procuring Entity, including: administrative support, office space, local transportation, equipment, data, etc.

#### **TERMS OF REFERENCE**

##### **BACKGROUND**

The Commission on Administrative Justice is a Constitutional Commission established under Article 59(4) and Chapter Fifteen of the Constitution, and the Commission on Administrative Justice Act, 2011.

The Commission has a mandate, inter-alia, to investigate any conduct in state affairs or any act or omission in public administration in any sphere of Government and complaints of abuse of power, unfair treatment, manifest injustice or unlawful, oppressive, unfair or unresponsive official conduct. Further, the Commission is the oversight agency of the right to access to information as provided for by the Access to Information Act, 2016.

The mission of the Commission is to enforce administrative Justice and Access to Information through complaints resolution and public education for efficient and effective service delivery, at both National and County Governments.

In carrying out its functions, the Commission has powers to conduct investigations on its own initiative or on a complaint made by a member of the public, issue Summons and require that statements be given under oath, adjudicate on matters Administrative Justice and the right to information, obtain relevant information from any person or Governmental authorities and to compel production of such information.

The Commission's strategic plan 2019 – 2023 set out a clear roadmap on which its operations and programmes is anchored in line with its mandate. It was developed following the culmination and performance review of the previous strategic plan 2013/2016, while formulating strategies to deal with identified systemic issues, policies, procedures and practices that hinder efficient public service delivery. The Process was guided by the provisions of the Constitution of Kenya, the Third Medium Term Plan and the Kenya Vision 2023.

Operations of the Commission have continued to be guided by the medium and long-term strategies articulated in the strategic plan. The plan has an inbuilt monitoring and evaluation tool; an implementation matrix with key result areas, performance indicators, and timelines for individual departments to cascade the implementation process. Further, it envisaged that there shall be an end-term review to assess overall implementation status towards the end of the implementation period. Lessons learnt will provide a basis for future decision making by the Commission.

## OBJECTIVE

The Commission has been implementing its current strategic plan from the financial year 2019/2023 which is due to end in June 2024. The main objective of this consultancy is to carry out an End Term Evaluation of the Commission's Strategic Plan in order to assess overall performance of the plan, the extent to which it has achieved its desired results, and generate a comprehensive report that will provide a basis for the development of the next plan period.

The specific objectives of the assignment will include: To,

- 1). Develop a pragmatic methodology and instruments to be used for effective review of the strategic plan.
- 2). Analyse and assess performance of the Commission and progress attained towards realization of key outputs, strategic objectives, key success factors, and the key result areas.
- 3). Assess and determine how management and policy guidance, processes and structure have contributed towards attainment of the overall mission and vision.
- 4). Ascertain the effectiveness of the approaches used in reaching the target beneficiaries while identifying gaps that need to be addressed to improve on strategy and programme(s) effectiveness.
- 5). Assess the effectiveness of the strategic plans' monitoring and evaluation control mechanism, co-ordination and implementation framework.
- 6). Examine key internal and external factors (social, political, environmental, technological and legal) and how they have contributed to or hindered strategy implementation and make recommendations on how they can be addressed.
- 7). Identify key risks that may have hindered full realization of the Commissions objectives and propose risk treatment measures.
- 8). To prepare a detailed report of the findings.

## SCOPE OF WORK

The end-term evaluation will focus on the Commission's strategic plan 2019-2023; initiatives and engagements made at its headquarters in Nairobi, branch offices (Mombasa, Kisumu, Eldoret, Isiolo, Nyahururu and Garissa) and Eleven participating Huduma centres. It shall also involve direct and indirect beneficiaries of the Commissions' programs; stakeholder and development partners. The consultant will lead and guide the strategic framework evaluation process. In particular, the evaluation will assess implementation of the framework in the following dimensions: -

### **Relevance**

- Are the current thematic areas, strategic priorities still relevant in addressing the needs of target groups?
- Is the Commission useful in influencing good governance and access to justice within the public sector?
- Extent to which programmes/projects are consistent with the strategic framework.
- What is the attitude borne by minority and special groups (women, marginalized communities, persons with disabilities, the senior citizens etc) toward the Commission?
- Is there a need for the Commission's services?

### ***Effectiveness***

- Is the secretariat and commissioners dealing with identified issues in an effective manner?
- Has implementation of planned activities been effective in delivery of planned results?
- The extent to which objectives and targets of the strategic framework have been met within agreed timeframes and budget.
- What change(s) have been realized in the sphere of public administration through the work of the Commission?
- Changes realised by the citizenry on their rights to access information held by the state.
- Contribution to capacity development at two levels – individual (citizens and public officers), organizational.
- Effectiveness of the partnerships and collaborations with other agencies.

### ***Efficiency***

- Extent to which resources (financial, human capital and assets) have been utilized to achieve optimal results.
- Did activities overlap and duplicate other similar interventions (funded nationally and /or by other donors)?
- How do the results compare with an alternative intervention to achieve the same objective?
- What was the overall organizational performance, outputs vs. inputs, financial management vs. implementation schedules?

### ***Sustainability***

- To what extent are the benefits of the activities and interventions undertaken likely to be sustained?
- The Commissions' capacity to mobilise adequate resources to bridge financial resource gap.

### ***Lessons Learned***

- Key lessons learned throughout the period of the Strategic plan and donor supported project activities which can be utilized to guide future strategies, and programmes.
- How can the Commission be improved to ensure increased sustainability? Particularly, in relation to organisational structure design and management.

## **METHODOLOGY**

The strategic plan evaluation process shall be conducted in a consultative and participatory approach. In depth analysis and learning is integral to this process thus the consultant will be expected to engage with among others, Commissioners, management, staff, and other key stakeholders.

A proposed methodology for use by the consultant is indicated below:

- a) Preliminary Meetings, briefings and debriefing sessions with the Commission

- b) Desk review of all documents relevant to the understanding of the Commissions mandate, legal and operational framework including statutory and management reports.
- c) Data collection and analysis methods such as:
  - On-site observation
  - Formal surveys
  - Log frame / Theory-based / Impact evaluation
  - Consultation and Interviews with identified key stakeholders
- d) Field visits to selected regions/counties and discussions with stakeholders/beneficiaries.
- e) Assessment of performance measurement indicators as per the Commission's strategic plan inbuilt monitoring and evaluation (M&E) implementation matrix and work plans.
- f) Verification of findings and consultant reports by the Commissions steering committee
- g) Workshops / meetings for the review of the generated reports.

The consultant shall apply both qualitative and quantitative methods within the participatory framework while providing a detailed description of how data quality will be guaranteed.

#### DELIVERABLES & SCHEDULES

The consultancy is expected to deliver the following major outputs, and reports. Not limited to the schedule below, the consultant shall prepare a detailed work plan of activities.

No	Output	Structure	Format of Presentation	Timelines
1.	Commission briefing	Formal meeting		Day 1
2.	Inception report	Scope of evaluation Detailed evaluation methodology & tools Work plan schedule for the review of framework Limitations Annexes	Both hard and soft copies (Ms Word and Pdf).	Day 5
2.	Desk review, surveys, interviews, field visits and data analysis		Annex to draft report (both hard and soft copies)	Day 20
4.	Draft evaluation report	Details of work done meetings and findings	Both hard and soft copies (Ms Word and Pdf).	Day 30

5.	Report validation meeting	Formal meeting		Day 40
6.	Final evaluation report	Executive summary	Both hard and soft copies (Ms Word and Pdf).	Day 45
		Introduction		
		Findings and analysis		
		Outcomes, impact & sustainability		
		Lessons learned		
		Recommendations & Conclusion		

## CONSULTANCY REQUIREMENTS

The consulting team/lead consultant is expected to have the following competencies;

- a) Must have undertaken at least 4 strategic plan reviews within the last 12 years.
- b) Education: A master's degree in a relevant field in the area of Strategic Management/Planning, Public Administration, And/or Project Management, and/or political Science, and/or Good Governance and/or Development studies from a recognized university.
- c) Experience: At least 6 years' relevant experience (ombudsmanship, governance, research, strategy/policy development, project management and/or monitoring and evaluation).
- d) Skills and Competencies:
  - Quantitative/qualitative and analysis skills: Must have skills and expertise in the use of standard data management software and statistical analysis packages.
  - Practical application of monitoring & evaluation methodologies & tools.
  - Strategy review, formulation and implementation.
  - Broader experience in programme management.
  - Excellent communication, facilitation synthesis and organisation skills.
  - Membership to relevant professional body

### **Other additional qualifications:**

- o Ability to work with minimal supervision to meet strict deadlines.
- o Knowledge of government institutions and operations.
- o Endowed with adequate resources (both human and financial).

## TERMS OF ENGAGEMENT

The consultancy shall be carried out within a period of forty-five (45) days (One and half calendar months) from the contract date. Limited travel is anticipated under this consultancy within Nairobi and selected counties. Cost of travel and personal insurance



cover during the course of this undertaking will be borne by the consultant as part of the project work.

Upon satisfactory completion and submission of all reports, the consultant shall be paid the agreed contract sum as per the terms of payment stipulated in the contract and upon meeting the following conditions:

- The Commission's written acceptance of the quality of the outputs/reports; and
- Receipt of invoice from the Service Provider.

Further, the Commission reserves the right to return or reject a report that it considers incomplete or unsatisfactory for further review and compilation subsequent thereto either withhold payment in part or pay in full if work is completed as the case may be.

## REPORTING

The consultant will report to the Director Strategy Research and Compliance or his assigned representative.

## ADDITIONAL REFERENCES OR RESOURCES

The results will be measured based upon the following key programme documents:

- Commission on Administrative Justice Act, 2011;
- Commission on Administrative Justice Regulations, 2013;
- Commission on Administrative Justice Strategic Plan 2019 -2023;
- Commission on Administrative Justice Strategic Plan 2019 -2023 Mid Term Review Report 2022;
- CAJ / Donner Project Documents (i.e. GIZ, Article 19 Eastern Africa, HIVOS, IDLO, FLLoCA);
- Annual Work Plans;
- Commission reports (Statutory and other relevant reports).
- Access to Information Act, 2016
- Fair Administrative Action Act, 2015
- Public Service (Values & Principles) Act, 2015

NB: This list is not intended to be exhaustive. The consultant has the responsibility to consult all documents necessary for the successful execution of this assignment.

### **3. FORMTECH-4: DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN**

Form TECH-4: a description of the approach, methodology and work plan in responding to the terms of reference for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{The structure of your Technical Proposal:

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing
  - i) Technical Approach and Methodology. {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TOR sin here.}
  - ii) Work Plan. {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of their ports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
  - iii) Organization and Staffing. {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

**4. FORM TECH-5: WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

No.	Deliverables <sup>1</sup> (D-.)	Months												
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL	
D-1	{e.g., Deliverable #1: Report A													
	1) data collection													
	2) drafting													
	3) inception report													
	4) incorporating comments													
	5) .....													
	6) delivery of final report to Procuring Entity}													
D-2	{e.g., Deliverable #2:.....}													

N													

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Procuring Entity's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)		
		Position		D-1	D-2	D-3	.....	D-...				Home	Field	Total
KEY EXPERTS														
K-1	{e.g., Abbbb}	Mr. [Team Leader]	[Home]	[2 month]	[1.0]	[1.0]								
			[Field]	[0.5 m]	[2.5]	[0]								
K-2														
K-3														
N														
										Subtotal				
NON-KEY EXPERTS														
N-1			[Home]											
			[Field]											
N-2														



1.For Key Experts, the input should be indicated individually for the same positions as required under the ITC Data Sheet 21.2

2.Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

3“Home” means work in the office in the expert's country of residence. “Field” work means work carried out in Kenya, or outside the normal residence of the Expert in Kenya or any other country outside the expert's country of residence.



Full time input



Part time input

**7. FORM TECH-6B: CURRICULUM VITAE (CV)**

Position Title and No.	{e.g., K-1, Team Leader}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship	

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

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Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Procuring Entity's and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact Infor for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2011present]	[e.g., Ministry of ..... advisor/consultant to...  For ..... references: Tel...../email.....; Mr. Bbbbbbb, deputy manager]		

Membership in Professional Associations and Publications: \_\_\_\_\_

Language Skills (indicate only languages in which you can work): \_\_\_\_\_

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Adequacy for the Assignment:



<b>Detailed Tasks Assigned on Consultant's Team of Experts:</b>	<b>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</b>
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

Expert's contact information :(e-mail..... phone.....) Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Procuring Entity, and/or sanctions by the PPRA.

Name of Expert \_\_\_\_\_Signature \_\_\_\_\_Date\_\_\_\_\_ {day / month/year}

Name of authorized \_\_\_\_\_Signature. \_\_\_\_\_Date\_\_\_\_\_

Representative of the Consultant (the same who signs the Proposal

## **8. FORMTECH-7: MANDATORY SUPPORT DOCUMENTS**

*[The Consultant shall use this form to submit all the required support documentary evidence as required in the RFP, especially the mandatory and eligibility criteria specified in the Data Sheet ITC 21.1]*

- a) Certificate of Incorporation/Certificate of Registration
- b) Tax Compliance Certificate
- c) Practice License or Certificate for the Firm
- d) Similar Consulting Assignments Experience
- e) Academic Certificates
- f) Professional Certificates
- g) Professional Membership of Key Experts}
- h) Certificate of Independent Proposal Determination

*(The Form is available on Tech FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM).*

**FORM TECH - 8: SELF-DECLARATION FORMS**

**FORM SD1**

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

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

1. THAT I am the Company Secretary/Chief Executive/Managing Director/Principal Officer/Director of ..... (Insert name of the Company) who is a Bidder in respect of **Tender No.** ..... for..... (Insert tender title/description) for..... (Insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to here in above is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp

FORM SD2

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

I, ..... of PO. Box.....being a resident of

..... in the Republic of ..... do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of.....  
..... (*insert name of the Company*) who is a Bidder in respect of **Tender No.**  
..... for ..... (*insert tender title/description*) for ..... (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/ or agents of..... (*insert name of the Procuring entity*) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (*name of the procuring entity*).
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender.
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

..... (Title)

.....(Signature)

..... (Date)

Bidder Official Stamp

**DECLARATION AND COMMITMENT TO THE CODE OF ETHICS**

I .....  
(person) on behalf of  
**(Name of the Business/ Company/Firm)**

.....declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act,2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya and my responsibilities under the Code.

I do here by commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorize  
signatory.....

Sign.....

Position.....

Office address.....

Telephone.....

.....Email.....

Name of the  
Firm/Company.....

.

Date.....

..

**(Company Seal/ Rubber Stamp where applicable)**

Witness  
Name.....

Sign.....

Date.....

**FORM TECH - 9: TENDER-SECURING DECLARATION FORM {r 46 and 155(2)}**

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

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

Tender No.: .....[insert number of tendering process]

To: .....[insert complete name of Purchaser]

I/We, the undersigned, declare that:

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

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

Name: .....

Duly authorized to sign the bid for and on behalf of:

.....[insert complete name of Tenderer] Dated on ..... day of ..... [Insert date of signing]

Seal or stamp

## **SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS**

*{Notes to Consultant shown in brackets {...} provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}*

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration FIN-4 Reimbursable expenses

FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM  
**(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)**

..... {Location, Date}  
To: ..... [Name and address of Procuring Entity]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for..... [Insert title of assignment] in accordance with your Request for Proposal dated..... [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of..... {Indicate the corresponding to the amount currency} {Insert amounts in words and figures}, including of all taxes in accordance with ITC24.2 in the Data Sheet. The estimated amount of local taxes is..... {Insert currency} {Insert amount in words and figures}.

*{Please note that all amounts shall be the same as in Form FIN-2}.*

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the ITC12.1 Datasheet.

We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address, Amount and Purpose of Commission of Agents, Currency or Gratuity

{If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."}

We understand you are not bound to accept any Proposal you receive. We remain,  
Yours sincerely,

---

Signature..... (of Consultant's authorized representative) {In full and initials}:  
Full name: ..... {insert full name of authorized representative} Title:  
..... {insert title/ position of authorized representative}

Name of Consultant..... (company's name or JV's name): Capacity:  
..... {insert the person's capacity to sign for the Consultant} Physical



Address: ..... {insert the authorized representative's address}

Phone: ..... {insert the authorized representative's phone and fax number, if applicable} Email: ..... {insert the authorized representative's email address}

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM FIN-2: SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet; delete			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or required (16.4 Data Sheet)}
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursables				
Subtotal [Remuneration + Reimbursables]				
Taxes:				
{insert type of tax: e.g., VAT or sales tax}				
{e.g., withholding tax on experts' remuneration}				
{insert type of tax}				
Total Taxes				

Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				
--	--	--	--	--

**FORM FIN-3A: BREAKDOWN OF REMUNERATION**

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Procuring Entity. This Form shall not be used as a basis for payments under Lump-Sum contracts.

A. Remuneration								
No	Name	Position (as in TECH-6)	Personmonth Remuneration Rate	Time Input in Person/Month (from TECH-6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency # 3- as in FIN-2}	{Local Currency- as in FIN-2}
	Key Experts							
K1			[Home]					
			[Field]					
K-2								
	Non-Key							
N-1	Expert		[Home]					

N-2			[Field]				
	Total Costs						

**FORM FIN 3B: CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES**

*{This Form FIN 3B shall be used for Time-Based contracts only. If Lumpsum Contract is used, the Procuring Entity shall delete the FORMFIN-3B, FORM FIN-3C and FORM FIN-3D from the RFP before issuance to Consultants}*

Consultant: .....Country: Assignment:  
 .....Date:

We hereby confirm that:

- a) The basic fees indicated in the attached table are taken from the firm's pay roll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- b) attached are true copies of the latest pay slips of the Experts listed;
- c) the away-from home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

.....  
 [Name of Consultant]

Signature of Authorized Representative Name:

Title:

Date:

FORM 3C: FORM FOR CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES

{This Form FIN 3C shall be used for Time-Based contracts only}

(Expressed in {insert name of currency\*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sup>1</sup>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/ Hour	Proposed Fixed Rate per Working Month/Day/ Hour <sup>1</sup>
Home Office									
Procuring Entity's									
Country									


{\*

1. Expressed as percentage of 1
2. Expressed as percentage of 4

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If  
more than one currency is used, use additional table(s), one for each currency}

## BENEFICIAL OWNERSHIP DISCLOSURE FORM

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

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

*This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.*

Tender Reference No.: \_\_\_\_\_ [insert identification no] Name of the Tender

Title/Description: \_\_\_\_\_ [insert name of the assignment] to: \_\_\_\_\_ [insert complete name of Procuring Entity]

In response to the requirement in your notification of award dated \_\_\_\_ [insert date of notification of award] to furnish additional information on beneficial ownership: [select one option as applicable and delete the options that are not applicable] I) We hereby provide the following beneficial ownership information.

### **Details of beneficial ownership**

	<b>Details of all Beneficial Owners</b>		<b>% of shares a person holds in the company Directly or indirectly</b>	<b>% of voting rights, a person holds in the company</b>	<b>Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)</b>	<b>Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)</b>
<b>1.</b>	Full Name		Directly-- -----  % of shares	Directly..... ..... % of voting rights	1. Having the right to appoint a majority	1. Exercises significant influence or control over the Company
	National identity card number or					

Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights, a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
Passport number		Indirectly-----  % of shares	Indirectly----- ----% of voting rights	of the board of the directors or an equivalent governing body of the Tenderer: Yes -	body of the Company (tenderer)  Yes ----No----  2. Is this influence or control
Personal Identification Number (where applicable)					
Nationality					



Date of birth [dd/mm/yyyy]				---No--- -	exercised directly or indirectly?
Postal address				2. Is this right held directly or indirectl y?	Direct.....
Residenti al address					Indirect.....
Telephon e number					
Email address				Direct..... .....	
Occupati on or profession				Indirect..... .....	

Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
<b>2.</b>	Full Name		Directly-- -----	Directly..... ..... % of voting rights	1. Having the right to appoint a majority of the board of the
	National identity card number or Passport number		% of shares	Indirectly---- ----% of voting rights	

Personal Identification Number (where applicable)		Indirectly-----  % of shares		director s or an equivalent governing body of the Tenderer: Yes - ----No---	(tenderer) Yes ----No----
Nationality(ies)					2. Is this influence or control exercised directly or indirectly?
Date of birth [dd/mm/yyyy]				-	
Postal address				2. Is this right held directly or	Direct.....
Residential address					Indirect.....

	<b>Details of all Beneficial Owners</b>		<b>% of shares a person holds in the company Directly or indirectly</b>	<b>% of voting rights a person holds in the company</b>	<b>Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)</b>	<b>Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)</b>
	Telephone number				indirectly?	
	Email address				Direct..... .....	
	Occupation or profession				Indirect..... .....	

<b>3.</b>  <b>e.t.c</b>						

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public).

*Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

- (a) holds at least ten percent of the issued shares in the company either directly or indirectly;
- (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
- (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or
- (d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

Name of the Tenderer: .....\*[insert complete name of the Tenderer]\_\_\_\_\_

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

Designation of the person signing the Tender: ..... [insert complete title of the person signing the Tender]

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

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

Bidder Official Stamp