



MMU/REC/316033/17-18(3)

MASINDE MULIRO UNIVERSITY OF SCIENCE AND TECHNOLOGY (MMUST)

Tel, 0572505222/3
0733120020/2
0702597360/1

Email: vc@mmust.ac.ke

Website: www.mmust.ac.ke

P.O. BOX 190-50100
Kakamega
Kenya

REQUEST FOR PROPOSAL FOR PROVISION OF ACCOUNTING
CONSULTANCY SERVICES

TENDER NO: MMUST/FIN/3/2017-2018

CLOSING DATE: TUESDAY 9TH JANUARY 2018



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SECTION I - LETTER OF INVITATION

1.1 Masinde Muliro University of Science & Technology invites proposals for accounting consultancy services for Student Debtors Reconciliation

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

- Section I - Letter of *Invitation*
- Section II - Information to Consultants
- Section III - Technical Proposal
- Section IV - Financial Proposal
- Section V - Terms of Reference Section VI
- Sample Contract Form
- Section V11 - Confidential Business Questionnaire
- Section V111 - Anti-corruption Certificate

1.3 Eligible candidates may obtain further information from the Procurement Office during normal office working hours.

Bidders who download the tender documents from the website must forward their particulars immediately via email procurementofficer@mmust.ac.ke This is for records and any further tender clarification and addendum where necessary. The particulars should include: Name of Firm, Postal address, Telephone Number, Email Address, Tender Number and Tender Name.

All pages including any attachments should be serialized.

Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at Masinde Muliro University of Science and Technology or be addressed to:-

The Vice Chancellor
Masinde Muliro University of Science and Technology
P O Box 190
Kakamega, Kenya.

And dropped in Tender Box situated at the VC Office, Main Campus in Kakamega, so as to reach the University On or before **Tuesday 9th January at 10:00 am.**

Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at Construction Boardroom.

SECTION II: - INFORMATION TO CONSULTANTS (ITC)

Tenderers are informed that the information under Section 11 is standard. It is important to refer to Appendix to Section 11 on page 14 which amends and complements the provisions of Section 11

2.1 Introduction

- 2.1.1 The Client named in the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal may only be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.

- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

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

2.3 Preparation of Technical Proposal

- 2.3.1 The Consultants proposal shall be written in English language
- 2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their time scale.

- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix “A” specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix “A”.

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

- 2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.
- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix “A” specifies otherwise.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.

2.4.5 The Proposal must remain valid for 60 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorised to sign the proposals.

2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix "A". Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix "ITC" and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**"

2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix "ITC". Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee.

2.5.6 The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.6 Proposal Evaluation General

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

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

2.7 Evaluation of Technical Proposal

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

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

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

2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference,

indicating that their Financial Proposals will be returned after completing the selection process.

The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. Whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms will have exclusive preference in procurements below Kshs.50 million as follows:
 - i) 6% of the evaluated price of the tender where the percentage of shareholding of the locals is less than twenty per cent
 - ii) 8% of the evaluated price of the tender where the percentage of shareholding of the locals is less than fifty one per cent and above twenty per cent
 - iii) Proof of local ownership shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-
$$Sf = 100 \times \frac{Fm}{F}$$
 where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (*T*=the weight given to the Technical Proposal; *P* = the weight given to the Financial Proposal; $T + p = 1$) indicated in the Appendix.

The combined technical and financial score, *S*, is calculated as follows:- $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

- 2.8.6 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “TTC”. The aim is to reach agreement on all points and sign a contract.
- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to

negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.

2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “A”.

2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

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

2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

- 2.10.6 To qualify for contract awards, the tenderer shall have the following:
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - (d) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

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

2.12 Corrupt or fraudulent practices

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

Appendix to Instructions to Consultants - Section 11

Clause Reference

2.1 The name of the Client is: MASINDE MULIRO UNIVERSITY OF SCIENCE AND TECHNOLOGY

2.1.1 The method of selection is: QUALITY AND COST BASED SELECTION

2.1.2 Technical and Financial Proposals are requested: YES

The name, objectives, and description of the assignment are:

PROVISION OF ACCOUNTANCY CONSULTANCY SERVICES TO MASINDE MULIRO UNIVERSITY OF SCIENCE AND TECHNOLOGY

2.1.3 A pre-proposal conference will be held: NO.

The name(s), address (es) and telephone numbers of the Client's official(s) are:

CPA. Jared G.O.O. Rading',
Finance Officer,
Masinde Muliro University of Science and
Technology
Box 190-50100 Kakamega
TEL: +2545631375, FAX: +254 56 30153
E-Mail: jrading@mmust.ac.ke;

2.1.4 The Client will provide the following inputs:

1. The client will be available to clarify any matters that may arise.
2. Provide information, documentation and records required for the assignment within reasonable time of request
3. Provide timely comments to documents prepared by the Consultant for the assignment.
4. Provide working space to the consultant while working in MMUST

2.1.7 The price to be charged for the tender documents is **Kshs. 1,000.00** each.

2.3.3 (i) The team leader should be a permanent employee of the consultant.

- (ii) The staff months of the key personnel will correspond with the activity work schedule as attached during the twenty four (24)

months contract period.

- (iii) The qualifications and experience of the key staff required is as follows:

Item	Description	No	Academic qualifications	Other qualifications	General experience	Specific experience
KEY STAFF						
1	Project Director	1	Master's Degree in business administration or management or commerce or equivalent from a recognized university	<ul style="list-style-type: none"> ∑ Professional qualifications (CPA (K), or any other recognized professional qualification) ∑ Membership in professional bodies(ICPAK, IIA or any other recognized body) ∑ Practicing certificate for 2017 	15 years working experience	10 years in accounting, audit and financial management
2	Team leader/Lead Auditor	1	Master's Degree in business administration or management or commerce or equivalent from a recognized university	<ul style="list-style-type: none"> ∑ Professional qualifications (CPA (K), or any other recognized professional qualification) ∑ Membership in professional bodies(ICPAK, IIA or any other recognized body) ∑ 3 years' experience as a team leader 	12 years working experience	8 years in accounting, audit and financial management years
3	Senior consultant	1	Degree in business administration or	∑ Professional qualifications	10 years working	5 years in accountin

			management or commerce or equivalent from a recognized university	(CPA (K), or any other recognized professional qualification) ∑ Membership in professional bodies(ICPAK, IIA or any other recognized body)	experience	g, audit and financial management years
4	Consultants /Auditors	3	Degree in business administration or management or commerce or equivalent from a recognized university	∑ Professional qualifications (CPA (K), or any other recognized professional qualification)	5 years working experience	3 years in accounting, audit and financial management

2.3.4

(viii) Additional information in the Technical Proposal includes:

- a) Bidders to provide a list of five references that they have been engaged in similar assignment over the last five years using the format attached.
- b) Bidders to attach signed letters of recommendations from the above five reputable references that they have been engaged in similar assignment over the last five years.
 - ∑ Recommendation letters should not be more than 5 years old.
 - ∑ The letter of recommendation should include the name and telephone numbers of the contact person.
- c) Bidders should also submit a detailed company profile including physical address, age, size, personnel and any other information relevant to this assignment.
- d) Bidders to submit market financial strength supported by the last two years audited financial statements duly certified and signed by a Certified Public Accountant
- e) Bidders to submit a list of directors and their shareholding.

	f) Bidders to submit copies of certificates of current business trade licenses from the Nairobi County or any other counties.
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g) Bidders also to attach a list of their ten (10) major clients.

2.4.2 Taxes: The proposal must specify and include all taxes.

2.5.2 Consultants must submit “ONE” original and “ONE” additional copy of technical and financial proposal.

2.5.3 The proposal submission address is:

Vice Chancellor,
 Masinde Muliro University of Science and Technology, Box 190-50100, Off
 Kakamega-Webuye Road, Kakamega, Tel: 5631375, Fax: 5630153,
 E-Mail vc@mmust.go.ke,

Information on the outer envelope should also include:

TENDER NO: MMUST/ /2017/18 (TECHNICAL AND FINANCIAL PROPOSALS FOR PROVISION OF ACCOUNTING SERVICES(STUDENT DEBTORS RECONCILIATION) TO MASINDE MULIRO UNIVERSITY OF SCIENCE AND TECHNOLOGY)

2.5.4 Proposals must be submitted as indicated in the newspaper advertisement.

2.5.4 The address to send information to the Client is:

Vice Chancellor,
 Masinde Muliro University of Science and Technology, Box 190-50100, Off
 Kakamega-Webuye Road, Kakamega, Tel: 5631375, Fax: 5630153,
 E-Mail vc@mmust.go.ke,

2.7.1 The broad evaluation criteria will be as below:

Item	Description	Marks%
1	General and Specific experience of the Consultant related to the assignment	30
2	Adequacy of the proposed work plan and methodology in responding to the Terms of Reference	40
3	Qualifications and competence of the Key Staff for the assignment	30

TOTAL

100%

the evaluation committee. The minimum technical score required to pass *in the technical evaluation is at least 70% out of the 100%. Firms that score at least 70% will proceed for the next stage of financial evaluation while firms that score below 70% will be rejected at this stage and their financial proposals will be returned to them unopened after the end of the procurement process.*

DETAILED TECHNICAL EVALUATION CRITERIA

TECHINAL EVALUATION CRITERIA

The technical evaluation will be guided by the following steps that we intend to go through. As indicated in the document only Firms that score at least 70% or more in the technical evaluation will proceed to the next stage of financial evaluation.

Preliminary examination / substantive responsiveness

Bidders who do not meet the above mandatory conditions shall be declared non responsive and their tenders will not be evaluated further.

- i) The Bidder should be registered under the relevant law. Proof of incorporation and registration to be indicated.
- ii) A copy of tax compliance certificate from Kenya Revenue Authority Should be submitted.
- iii) The proposals must remain valid for 120 days from the date of submission of the tender.
- iv) Bidders to submit copies of practicing certificates from ICPAK for at least one partner.
- v) The tender sum submitted and read out during opening shall be absolute and final and shall not be subject of correction, adjustment or amendment in any way by any person or entity.

Technical evaluation process and rating

The technical evaluation will be carried out in accordance with the criteria as indicated in the RFP. The evaluation will be done in panel form by an evaluation committee so that the members will carry out the evaluation preferably in the same room to enable clarification of issues that may arise and also to ease coordination.

Each evaluator will carry out the evaluation independently but do it thoroughly with an open mind in order to avoid biases and be able to assess all the bidders on the same platform in order that MMUST may be able to hire the services of the most highly rated bidder to carry out the assignment.

Scoring/rating Procedure

Each evaluator will review each and every proposal and score/rate independently. Following these individual evaluations the committee shall reconvene for moderation.

The aim of moderation is to review all the scores to ensure that evaluators strike balanced ratings to avoid situations where the marks are extreme. However individual evaluators have the right to stick to their scores without changing them if they strongly feel so.

Unforeseen issues

Each evaluator should record any unique issues not captured in the evaluation process that may have a bearing in the total evaluation. If the evaluators feel strongly that those issues may affect the responsiveness of the tender, the committee will discuss and agree on the next course of action. Material deviation from the TOR, Information that may negate performance of the services etc

Comments on each firm

Each evaluator will also note the strong and weak points of each firm which will form part of the final report.

MAJOR AREAS OF TECHNICAL EVALUATION

Item	Description	Marks%
1	General and Specific experience of the Consultant related to the assignment	30
2	Adequacy of the proposed work plan and methodology in responding to the Terms of Reference	40
3	Qualifications and competence of the Key Staff for the assignment	30
	TOTAL	100%

CRITERION 1

General and specific experience related to the Assignment – Max 30 Marks.

- (a) Bidders to provide a list of five (5) references that they have provided audit services in the last five years (2011 to date). Each reference to earn one (2) mark each (maximum - 10 marks)

- ~~(b) Attach bidder's letters of recommendations. The letters should correspond~~

to references given in (a). Each letter must be for period 2011 to date –
Each letter 2 mark– (maximum 10 marks)

(c) Company profile – (10 mark)

- i) Age: 5 years and above - 1 marks, below 5 years - 0.5 marks. ii)
Size (provide number of staff including professional,
administrative and support staff): 20 and above No. staff - 2 marks,
10 and below 20 No. Staff (1.5 marks), below 10 No. staff- 1 mark. iii)
Turnover: 20 million and above– 3 marks, 10 and below 20 million
– 2 marks, below 10 million – 1 mark.
- iv) Certified Audited accounts submitted -1 mark; are the accounts
unqualified -1 mark.
- v) directors /partners: 50% Kenyans - 1 mark, non-Kenyans - 0.5 mark,
- vi) License from local county- 1 mark,

CRITERION 2 – Adequacy of proposed Work plan and methodology
Marks – 40 points

This criterion may be subdivided as below.

Methodology and Work plan (37 marks)

- (a) Appreciation of MMUST, nature of assignment and industry – 2 marks
- (b) Comments on Terms of Reference, on data and facilities to be provided by
the client. Comments and suggestions that add value - 1.5 mark
- (c) Bidder to explain and illustrate the audit process (how they will execute the
audit process) - audit programme/plan, notice of
commencement/entry meeting, execution/audit process, analysis/
Preliminary presentation of audit findings and reporting, follow ups and
resolutions of issues highlighted - 5 marks.
- (d) How the consultant will review reliability and integrity of financial
systems, effectiveness and efficiency of operational and governance
systems and policies, compliance with laws and regulations and other
objectives/scope of the consultancy- 9.5 marks.
- (e) How to carry out monitoring and evaluation of MMUST risk management
process and documents (risk register, risk management framework, etc.) -
6 marks

- (f) How the consultant will appraise the application of MMUST'S resources and assets - **5** marks
- (g) How to conduct investigative audits- **3** marks
- (h) Conformity to work plan schedule of the consultancy (page 32) - **2** marks
- (i) Conformity to work plan schedule of the key personnel (page 33) - **2** Marks
- (j) Proposal presentation – paging, table of contents, neatness, readability etc. – **1** mark

Reports 3.0 marks

- a) Mention of Inception report – **0.5** marks
- b) Mention of performing debtors report- **0.5** mark
- c) Mention of non-performing debtors report-**0.5** mark
- d) Mention of Control environment reports **0.5** mark
- e) Mention of capacity needs report -**0.5** mark
- f) Mention of additional reports – Investigative/Adhoc/Special reports **0.5** Mark

CRITERION 3 – QUALIFICATIONS AND COMPETENCE OF KEY STAFF - 30 MARKS

This will determine the human resources capacity inbuilt to enable the Firm's Personnel carry out the assignment to the satisfaction of MMUST.

CURRICULUM VITAE OF KEY PERSONNEL REQUIREMENTS Please note

that any CV not signed by staff member or authorized Representative of the firm shall not be evaluated.

- i) Project Director – **6** marks
- ii) Team Leader/Lead auditor- **9** marks
- iii) Senior Consultant/Auditor – **6** marks
- iv) Consultant/Auditor - 3 x 3 marks (**9** Marks)

1. PROJECT DIRECTOR (6 marks)

- a) Academic qualifications- Master's degree in business admin or management, or commerce, or equivalent from recognized university – **1** mark, Bachelors - **0.5** marks.
- b) Professional qualifications (CPA (K), Institute of Internal Auditors (IIA) or any other recognized professional qualification) - **1** mark
- c) Membership in professional bodies (ICPAK, IIA or any other recognized body

- 0.5 mark
- d) Practicing certificate 2016- 1.0 mark
- e) Adequacy and experience - General experience of 15 years – 0.5 mark;
Specific experience 10 years - 2 marks

2. TEAM LEADER/AUDIT MANAGER (9 marks)

- a) Academic qualifications- Master's degree in business admin or management, or commerce, or equivalent from recognized university– 2 marks, Bachelors 1 mark
- b) Professional qualifications (CPA (K), or any other recognized professional qualification) – 2 marks
- c) Membership in professional bodies (ICPAK or any other recognized body) – 0.5 marks
- d) Adequacy and experience - General experience of 12 years - 1 mark,
Specific experience of 8 years - 2.5 marks
- e) 3 years' experience as a team leader -1 marks

3. SENIOR CONSULTANT (6 marks)

- a) Academic qualifications- Degree in business administration or management, or commerce, or equivalent from recognized university– 1 mark
- b) Professional qualifications (CPA (K), or any other recognized professional qualification) – 1 mark
- c) Membership in professional bodies (ICPAK or any other recognized body) – 0.5 mark
- d) Adequacy and experience - General experience of 10 years - 1 mark;
Specific experience 5 years 2.5 marks

4. CONSULTANT/AUDITOR 3 No EACH 3 MARKS (9 marks)

- a) Academic qualifications - Degree in business admin or Management, or commerce, or equivalent from recognized university – 1 mark
- b) Professional qualifications (CPA (K), or any other recognized professional qualification) – 0.5 mark
- c) Adequacy and experience – general experience 5 years – 0.5 mark, specific experience 3 year – 1 marks

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

2.8.5 The weights given to the Technical and Financial Proposals are:

T= _____ (0.70) F= _____ (0.30)

2.8.7 There will be no contract variation.

2.10.2 The assignment is expected to commence on a date as agreed during negotiations and written in the contract.

SECTION III: ~ TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

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

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*] To:___

[Name and address of Client]

Ladies/Gentlemen:

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

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

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

We remain,

Yours sincerely,

_____ *[Authorized Signature]:*

_____ *[Name and Title of Signatory]*

:

_____ *[Name of Firm]*

:

_____ *[Address:]*

2. FIRM’S REFERENCES

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

Using the format below, provide information on **FIVE** assignments for which your firm either individually, as a corporate entity or in association, was legally contracted in the last **FIVE** years. The nature of these assignments should be similar to the present assignments.

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

Firm’s Name: _____

Name and title of signatory; _____

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

On the Terms of Reference:

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

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

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

4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR
PERFORMING THE
ASSIGNMENT

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

Name	Position	Task
	Project Director	
	Team Leader/Lead Auditor	
	Senior Consultant	
	Consultant/Auditor	
	Consultant/Auditor	
	Consultant/Auditor	

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

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

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

_____ Date: _____
[Signature of staff member]

_____ *Date;* _____
[Signature of authorised representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

7. TIME SCHEDULE FOR CONSULTANCY AND PROFESSIONAL PERSONNEL

ACTIVITY (WORK PLAN /TIME SCALE)

Items of activities												
	Twelve months											
	1st month	2nd month	3rd month	4th month	5th month	6th month	7th month	8th month	9th month	10th month	11th month	12th month

Months (in the Form of a Bar Chart)

SECTION IV: ~ FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

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

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

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

We remain, Yours
sincerely,

_____ *[Authorized Signature]*
_____ *[Name and Title of Signatory]:*
_____ *[Name of Firm]*
_____ *[Address]*

FINANCIAL PROPOSAL SUBMISSION FORMAT

1. SUMMARY OF COSTS

Item	Description	Unit Cost (Ksh)	Total cost (Ksh)
1.	Professional consulting fees (Table 2)		
2.	Miscellaneous Expenses (Table 3)		
3.	Reimbursable costs if any (Table 4)		
4	Other costs		
6	16% VAT		
	Grand summary		

2. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No:.....Name.....				
Names	Position	Input (staff months, days or hours as appropriate)	Remuneration rate	Amount
Staff				
(i)				
(ii)				
16% VAT				
.....				
Grand total				

3. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs _____ _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software				
	16% VAT				_____
	Grand Total				

4. REIMBURSABLES PER ACTIVITY

Activity No: _____

Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel if any				
2.	Road travel if any				
3.	Rail travel if any				
4.	Subsistence Allowance if any				_____
	16% VAT				
	Grand Total				

5. FORM FOR INVESTIGATIVE/SPECIAL/ADHOC AUDITS

Item	Description	Daily Rate KShs
1	Rates of Professional Fees for Director	
2	Rates for professional fees for Team leader/Lead Auditor	
3	Rates for professional fees for Senior consultant	
4	Rates for professional fees for Consultants/Auditors	
5	Reimbursable costs	To be charged at cost
6	Miscellaneous expenses	To be charged at cost

SECTION V:

TERMS OF REFERENCE (TOR) FOR PROVISION FOR ACCOUNTANCY CONSULTING SERVICES FOR MASINDE MULIRO UNIVERSITY OF SCIENCE AND TECHNOLOGY

1.0 BACKGROUND

Masinde Muliro University of Science and Technology was established by a Charter issued under the Universities Act of 2012.

MMUST Council is composed of eight members of which six are independently appointed from the private and other sectors representing various interests. The other two represent the Ministry of Education and the National Treasury and the Vice Chancellor who is the secretary to the Council.

2.0 OBJECTIVE OF ACCOUNTING SERVICES CONSULTANCY

In accordance with the Public Finance Management Act and Regulations 2012 and MWONGOZO – *The Code of Conduct Governance for State Corporations*, government entities are required to establish effective and efficient internal controls and systems to enhance accuracy and reliability of financial information and ensure the completeness of accounting record with respect to resource usage.

The Council has approved the procurement of an Accounting Services Consultant to be responsible for performing a comprehensive student debtor's reconciliation with a view to establishing and restating the correct status of the same.

The purpose of the Consultancy is to provide independent, verifiable and objective assurance that the current student debtors ledger is free from material misstatements, restore accuracy, test the coherence of the ERP system, estimate the capacity challenges on staffing, conduct receivable management training and provide restorative recommendations.

3.0 SCOPE OF ACCOUNTING SERVICES CONSULTANCY

The Consultant will cover the entire student debtor's ledger with all associated processes including student registration, activation, filing, fee payments, updating of the student accounts, integration with the financial reporting modules, and any other necessary tests and processes to help accomplish the tasks.

The consultant is expected to assess and suggest improvements on the reliability and integrity of financial, operational and non- financial systems, policies and procedures. Areas to be covered will not be limited to student financial systems or records including information systems, internal control processes of the Masinde Muliro University of Science and Technology.

In this respect the Consultant shall:-

1. Analyze student data and identify deficiencies in terms of record keeping;
2. Analyze all student fee payments in all the bank accounts;
3. Review all student prepayments against their fee statements making appropriate correcting entries in student accounts;
4. Prepare reconciliations on a variety of accounts including, but not limited to: fee statement accounts, Student refunds, third party funds, HELB allocations;
5. Analyze all accounts of graduated students going back to year 2013 to establish the outstanding fee balances;
6. Conduct a review on account adjustments, reversals and carryovers;
7. Identify financial adjustments and correct any deficiencies;
8. Identify and facilitate rectifying deficiencies in supporting accounting documentation;
9. Work in the ABNO accounting system to run reports and queries using the system and your professional feel on the adequacy of the inbuilt controls;
10. Carry out capacity needs of the staff in the Student Finance Section and specify action plan.

4.0 INDEPENDENCE, CONFIDENTIALITY, ACCESS TO INFORMATION AND CONDUCT BY THE CONSULTANT

The Consultant shall respect the confidential nature of information and shall use such information with discretion and only in so far as it is relevant to reach an objective set out in the terms of reference. The Consultant shall conduct the services with absolute confidentiality of the client's information. The Consultant shall not disseminate any information to third parties without prior approval from the Client.

The Consultant will be required to confirm that this will be a cardinal requirement in the conduct of the consultancy.

The shall have unrestricted, direct and prompt access to all records, officials or personnel holding any contractual status and to all the premises and properties of the MMUST with direct connection with this assignment.

The Consultant shall comply with the International Standards of Auditing and shall conduct audits in accordance with policies and guidelines issued by the Public Sector Accounting Standards Board to ensure uniformity and consistency.

The Consultant shall bear legal and disciplinary liability for failure to discharge their responsibilities under the Public Finance Management Act and Regulations 2012, the Accountants Act 2008 and any other written law.

5.0 OTHER RESPONSIBILITIES OF THE CONSULTANT

The Consultant shall be responsible for transportation, equipment, supplies, investigation, secretarial services and everything as necessary for the satisfactory execution and completion of the services.

6.0 RESPONSIBILITIES AND OBLIGATIONS OF THE CLIENT

MMUST shall provide working space for the Consultant. The client shall provide and supply all pertinent information, documentation, records that will be required for the conduct of the consultancy.

7.0 DELIVERABLES

The Consultant is expected to provide the following key deliverables:-

- 1) An Inception Report: This report to be submitted within 30 calendar days after Order to Commence. The inception report will detail the extent of mobilization, any other constraints of the consultancy or work programme.
- 2) A detailed Report of all students whose accounts have been corrected and the nature of such corrections;

- 3) A performing student debtors Report and the performing amounts;
- 4) A non-performing student debtors report and the non-performing amounts;
- 5) A list of all illegal operations on students accounts and the log of responsible officers and recommendations for further action;
- 6) A listing of any other recommendation on improvements going forward;
- 7) Training report of staff in the receivable sections on the best accounting practices in order to improve transaction recording and filing
- 8) A report on the adequacy of internal control environment of student debtors systems in place including the ERP in place

SECTION VI:
CONTRACT FOR CONSULTANT'S SERVICES
(Lump-Sum Payments)

between

[name of the Client]

AND

[name of the Consultant]

Dated: _____/date

SAMPLE CONTRACT FOR CONSULTING SERVICES SMALL ASSIGNMENTS LUMP-SUM PAYMENTS CONTRACT

This Agreement, [hereinafter called “the Contract”) is entered into this _____/Insert starting date of assignment], by and between _____/Insert Client’s name] of [or whose registered office is situated at]/_____/insert Client’s address/(hereinafter called “the Client”) of the one part AND

_____ /Insert Consultant’s name] of [or whose registered office is situated at]_____insert Consultant’s address/(hereinafter called “the Consultant”) of the other part. WHEREAS the Client wishes to have the Consultant perform the services [hereinafter referred to as “the Services”, and WHEREAS the Consultant is willing to perform the said Services, NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

- (i) The Consultant shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract. The Consultant shall provide the personnel listed in
- (ii) Appendix B, “Consultant’s Personnel,” to perform the Services. The Consultant shall submit to the Client the reports in the
- (iii) form and within the time periods specified in Appendix C, “Consultant’s Reporting Obligations.”

. Term

The Consultant shall perform the Services during the period commencing on _____ /Insert starting date] and continuing through to _____ /Insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.

3. Payment

- (i) A. Ceiling

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

B. Schedule of Payments

The schedule of payments is specified below (Modify in order to reflect the output required as described in Appendix C.)

Kshs _____ upon the Client's receipt of a copy of this Contract signed by the Consultant; Kshs _____ upon the Client's receipt of the draft report, acceptable to the Client; and

Kshs _____ upon the Client's receipt of the final report, acceptable to the Client.

Kshs _____ Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty [30] days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

4. **Project Administration**

A. Coordinator.

The Client designates _____ *[insert name]* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for payment.

B. Reports.

The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph

3.

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under

this Contract that the Client considers unsatisfactory.

- 6. Confidentiality** The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

- 7. Ownership of Material** Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

- 8. Consultant Not to be Engaged in certain Activities** The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.

- 10. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

- 11. Law Governing and Language** The Contract shall be governed by the laws of Kenya **Contract** and the language of the contract shall be English **Language** Language

- 12. Dispute Resolution** Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

(ii)

FOR THE CLIENT

FOR THE CONSULTANT Full name;

Full name; _____

Title: _____ Title: _____

Signature; _____ Signature; _____

Date; _____ Date; _____

**SECTION VII CONFIDENTIAL BUSINESS
QUESTIONARE**

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or (c) whichever applies to your type of business.

You are advised that it is a serious offence to give false information on this Form.

Part 1 – General

Business Name.....

Location of business premises.....

Plot No.....

Postal Address.....Tel No.....

Nature of business.....

Current Trade License No.....Expiring date.....

Maximum value of business which you can handle at any one time:
Kshs.....

Name of your bankers.....Branch.....

Part 2 (a) – Sole Proprietors

Your name in full.....

Age.....

Nationality.....Country of origin.....

*Citizenship details.....

Part 2 (b) – Partnership

Give details of partners as follows:

Name Shares	Nationality	Citizenship details	
1.....
2.....
3.....
4.....
5.....

Part 2 (c) – Registered Company

Private or Public.....

State the nominal and issued capital of the company:

Nominal Kshs.....

Issued Kshs.....

Give details of all Directors as follows:

Name Shares	Nationality	Citizenship details	
1.....
2.....
3.....
4.....

5.....

Date.....Signature of
Tenderer.....

* If Kenyan Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

PERFORMANCE SECURITY FORM

To:

[Name of procuring entity]

WHEREAS *[name of tenderer]*

(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____
_____ *[reference number of the contract]* dated _____ 20 _____
_____ to supply

[description of insurance services] (Hereinafter called “the Contract”)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of

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

This guarantee is valid until the _____ day of _____ 20 ____

Signature and seal of the Guarantors

~~_____ *[Name of bank of financial institution]* _____~~

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS)

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public

Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
 - 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
 - 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....SIGNED Board Secretary

SECTION VIII: ANTI CORRUPTION DECLARATION PLEDGE

I/We (Name of Firm and Address) declare that I/We recognize that Public Procurement is based on a free and fair competitive tendering process which should not be open to abuse.

I/We..... declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any Public Officer , their relations or business associates, in connection with tender No.....for or in the subsequent performance of the contract if I/We are successful.

Signed by.....Authorized Representative

Name.....Designation.....Signature.....Date