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TENDER NO: COG/PROC/004/2026-2027

FOR

**INDIVIDIAL CONSULTANCY SERVICES FOR THE ESTABLISHMENT OF THE
DEVOLUTION TRAINING INSTITUTE (DTI): A CENTRE OF EXCELLENCE FOR
GOVERNANCE AND CAPACITY DEVELOPMENT IN KENYA'S DEVOLVED SYSTEM**

The Council of Governors,

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SECTION I - INVITATION FOR TENDERS

DATE: 19/10/2026

TENDER REF NO: COG/PROC/T/004/2026-2027

TENDER NAME : INDIVIDUAL CONSULTANCY SERVICES FOR THE ESTABLISHMENT OF THE DEVOLUTION TRAINING INSTITUTE (DTI): A CENTRE OF EXCELLENCE FOR GOVERNANCE AND CAPACITY DEVELOPMENT IN KENYA'S DEVOLVED SYSTEM

1. **THE OF COUNCIL GOVERNORS** (hereafter referred to as “COG”) invites sealed bids from interested **Individual Consultants** for the consultancy services for the establishment of a Devolution Training Institute (DTI): A Centre of Excellence for Governance and Capacity Development in Kenya’s Devolved System
2. Interested eligible candidates may obtain further information from and inspect the tender documents at the Council of Governors, Procurement Department, 2nd floor, Delta Corner, off Waiyaki way during normal working hours.
3. A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of **Kshs. 1,000.00** in cash or Bankers cheque payable to Council of Governors.
4. The Completed Tender Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at the Council of Governors Secretariat, 2nd floor, Delta Corner, off Waiyaki Way during normal working hours or be addressed and posted to:

**The Chief Executive Officer,
Council of Governors
P.O. Box 40401, 00100
Nairobi**

so as to be received on or before **TUESDAY, 3rd November 2026 at 11:00 Am**

5. Tenderers who download the tender document must forward their particulars immediately to info@cog.go.ke to facilitate any further clarification or addendum.
6. Prices quoted should be **net inclusive of all taxes** (where applicable) and delivery must be in Kenya Shillings and shall remain valid for **180 days** from the closing date of the tender.
7. Tenders must be received by COG at the address specified under paragraph 3 not later than before **TUESDAY, 3rd November 2026 at 11:00 Am**
8. Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at the Council of Governors Secretariat, 11th floor boardroom, Delta Corner, off Waiyaki way

**James Kamau
Council of Governors**

SECTION II: - INFORMATION TO CONSULTANTS (ITC)

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2.1 Introduction

- 2.1.1 The Client named in the Appendix to “ITC” will select an individual among those who 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 only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked individual of the technical proposal shall be invited to negotiate a contract on the basis of scale of fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected Individual.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the RFP document shall not exceed Kshs. , 000/=
- 2.1.8 The procuring entity shall allow the tenderer to review the RFP 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 Individual.
- (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 timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "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 **180** days after the closing/opening 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 authorized 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 and financial Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL & FINANCIAL PROPOSAL**”
Both envelopes shall be placed into an outer envelope and sealed. The envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**”

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

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

2.6 Proposal Evaluation General

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

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

2.7 Evaluation of Technical Proposal

2.7.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as indicated in the Appendix to information to consultants.

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

2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants’ representatives who choose to attend. The name of the consultant, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

- 2.8.3** The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4** While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5** The formulae for determining the Financial Score (*Sf*) shall, unless an alternative formulae is indicated in the Appendix “ITC”, be as follows:-
- $Sf = 100 \times \frac{Fm}{F}$ 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 of from the date of opening the tender.
- 2.8.7** Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8** Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 2.8.9** Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Negotiations

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

2.10 Award of Contract

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

- 2.10.2** The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “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

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

2.12 Corrupt or fraudulent practices

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

SECTION 2 (B). DATA SHEET

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
A. General Provisions	
1(5)	Electronic procurement system shall be used: No
2.1	Name of the Procuring Entity: COUNCIL OF GOVERNORS Procurement Description: INDIVIDIAL CONSULTANCY SERVICES FOR THE ESTABLISHMENT OF THE DEVOLUTION TRAINING INSTITUTE (DTI); A CENTRE OF EXCELLENCE FOR GOVERNANCE AND CAPACITY DEVELOPMENT IN KENYA'S DEVOLVED SYSTEM Procurement Reference : COG/PROC/004/2026-2027 The consultant selection method is: Quality and Cost Based Selection Method (QCBS) Eligible for individual consultants
2.1.8	A pre-proposal conference will be held: No
2.2.1	Consultants may request a clarification of any of the RFP documents only up to Three [3] days before the proposal submission date. The Client will respond within 1 calendar Day Clarifications may be requested no later than 3 days prior to the submission deadline. The contact information for requesting clarifications is: Head Of Procurement The Council of Governors, Delta House, 2nd Floor

	Chiromo Road P. O. Box 4040- 00100,Nairobi Kenya. Tel: +254 (020)2503313/4 Email: info@cog.go.ke
2.3.3 (i)	Maximum number of members in the Joint Venture (JV) shall be: N/A.
2.3.4	Financial Proposal to be submitted together with Technical Proposal in separate envelopes: Yes Procurement Description: INDIVIDIAL CONSULTANCY SERVICES FOR THE ESTABLISHMENT OF THE DEVOLUTION TRAINING INSTITUTE (DTI): A CENTRE OF EXCELLENCE FOR GOVERNANCE AND CAPACITY DEVELOPMENT IN KENYA'S DEVOLVED SYSTEM Procurement reference: COG/PROC/004/2026-2027
2.10.6	The list of debarred firms and individuals is available at the PPRA's website www.ppra.go.ke or email complaints@ppra.go.ke.
2.8.4	Preference for local firms– Not Applicable
B. Preparation of Proposals	
2.3.4	The Proposal shall comprise the following: <u>For FULL TECHNICAL PROPOSAL</u> 1st Inner Envelope with the Technical Proposal: (1) Mandatory Documentary Evidence including original bid security (2) Power of Attorney to sign the Proposal (3) Technical Proposal Submission Form (4) Individual Consultant Experience (5) Comments and Suggestions on Terms of Reference (6) Description of Approach, Methodology and Work plan (7) Work Schedule and Planning for Deliverables (8) Self-Declaration Forms

	AND Financial Proposal: (1) Financial Proposal Submission Form (2) Summary of Costs (3) Breakdown of Remuneration
2.4.5	Proposals must remain valid for 180 days after the proposal submission deadline.
2.3.4 (V)	Key Experts shall not appear in more than one proposal.-N/A
2.3.5	The format of the Technical Proposal to be submitted is: FTP – Full Technical Proposal Submission of the Technical Proposal and financial proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
2.4	The Financial Proposal will include (but not limited to) the following expenses: 1. Cost of the consultancy Service per given milestones. 2. Cost of reports production (including printing) and delivering to the Procuring Entity. 3. Cost of such further items required for purposes of the services not covered in the foregoing.
2.4.1	A price adjustment provision applies to remuneration rates: No
2.4.3	Information on the Consultant’s tax obligations in the Procuring Entity’s country can be found on the Kenya Revenue Authority website: www.kra.go.ke
2.4.3	The Financial Proposal should state local costs in the Client’s Country currency (Local currency): Yes
C. Submission, Opening and Evaluation	
2.5.1	The Consultants “ shall not ” have the option of submitting their Proposals electronically.
2.5.2	The Consultant must submit: (a) Technical Proposal & Financial Proposal : one (1) original and one (1) copy Only

2.5 .4	The Proposals must be submitted no later than: Date: TUESDAY,3rd November 2026 Time: 1100 Hours East African Time To: The Council of Governors, Delta Corner House, 2nd Floor Westlands Or through P. O. Box 40401-00100,Nairobi Kenya,Tel: +254 (020)2503313/4 Email: info@cog.go.ke Or Completed proposal documents be deposited in the tender box at Council of Governors Secretariat, 2nd floor, Delta Corner, off Waiyaki Way
2.5.5	An online option for the opening of the Technical Proposals is offered: No The physical opening shall take place at: 11TH Floor boardroom Council of Governors Secretariat, 2nd floor, Delta Corner, off Waiyaki Way in the presence of the firm's representatives who choose to attend. In addition, the following information will be read aloud at the opening of the Technical Proposals. • Name of the bidder, Number of documents submitted, Number of pages in the document& Financial proposal submitted or not.
2.7	Mandatory Support Documents -None provision of any requirement listed will render the bid none responsive a) Individual Identity Card b) Valid Tax Compliance Certificate from Kenya Revenue Authority c) Demonstration at of least Eight (8) years relevant experience; d) Demonstrated experience of at least four successful executions of similar assignments demonstrated by contract and reference letters from same organizations undertaken for the last 5 years (2021-to date) e) Demonstrate specific experience in working with Devolved system of governance ; f) Academic Qualification with at- least a Master's degree in Public Administration, Devolution, Public Policy, Governance, Law, Institutional Development, Organizational Development, Education Management or related field. g) Proof of payment for Bid Document- Council of Governors miscellaneous receipt of Kes.1,000 or a cheque of similar amount addressed to Council Of Governors

2.7	TECHNICAL REQUIREMENTS		
	The following criteria will be used in the evaluation of all potential individual consultants, as follows:		
		TECHNICAL	POINTS
	1.	Experience - Working experience 8 to below 10 years: 5; 10 to 15 years: 10; above 15 years: 12 - Demonstrated Relevant experience to public-sector governance and institutional development Limited relevance: 1; moderate relevance: 2; strong relevance: 3 Provide detailed CV, dates of employment or consultancy engagements, descriptions of relevant assignments, and reference letters or completion certificates where available.	15
	2.	Academic & professional qualification - Degree in Public Administration, Devolution, Public Policy, Governance, Law, Institutional Development, Organizational Development, Education Management or related field. - Masters – 5 Points, PHD- 7pnts - professional qualifications in institutional development, leadership, training or project management or relevant postgraduate qualification or specialized training - Certification- 3 pnts (Attach Academic certificates and testimonials)	10

	3.	Quasi Proposal	1. Understanding of the assignment Demonstrates understanding of DTI's purpose, institutional challenges, expected outputs and strategic context- 4 Points 2. Methodology and approach Presents a coherent methodology for document review, benchmarking, institutional design, stakeholder consultation and validation-6 Pnts 3. Work plan and implementation schedule Provides sequenced activities, milestones, timelines, deliverables and dependencies that fit within 42 day- 5 Points	25
			4. Stakeholder engagement and validation Identify relevant stakeholders, consultation methods, participation arrangements and mechanisms for incorporating feedback- 4 Points 5. Quality assurance and risk management Identify quality-control measures, key implementation risks, mitigation actions and review arrangements- 3pnts 6. Monitoring, sustainability and implementation arrangements Provide practical arrangements for monitoring implementation, assigning responsibilities and supporting institutional sustainability- 3 Pnts Provide a technical proposal, work plan, schedule of activities, stakeholder-engagement plan, quality-assurance approach, risk register and implementation framework	

	4.	Specific experience and technical competencies	1. Demonstrate knowledge in Institutional design and strategic planning Experience developing institutional mandates, strategic plans, organizational structures, staffing models and performance frameworks 2. Demonstrate skills in Governance, legal and policy frameworks Ability to design governance arrangements, institutional instruments, policies, compliance systems and reporting structures	25
		.	3. Experience in Training and curriculum development Experience developing competency-based curricula, executive education, professional development programs, certification pathways and digital learning 4. Demonstrate knowledge of devolved system of Government and intergovernmental relations Understanding of devolved systems, County Governments, intergovernmental relations and public-sector capacity needs 5. Demonstrate Knowledge and skills Business models and institutional sustainability Experience developing financial projections, resource mobilization strategies, revenue models, partnerships and sustainability plans (each well elaborated criteria 5 Pnts) Provide Relevant contracts, reference letters, sample assignments and specific descriptions of the consultant's role and contribution.	

	4.		Added value to a max of 5- Each 1 Pnt • Innovation in programme delivery • Strategic partnerships and sustainability opportunities • Knowledge transfer and institutional capacity • Any other that benefits beyond the minimum requirements that are directly relevant to establishing a sustainable DTI. Added-value claims should be supported by a practical explanation, evidence of feasibility or relevant experience	5
		TOTAL		100
	The minimum technical score (St) required to pass is: <u>70%</u> of the technical Those scoring below 70% will be disqualified at this stage. In the event no firm qualifies in the technical evaluation, COG at its own discretion may consider the first three bids depending of the highest scores.			
2.8	For the evaluation, the Procuring Entity will include separate items of: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by experts. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized using the itemized list and included in the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Procuring Entity on behalf of the Consultant.			
4.2	The single currency for the conversion of all prices expressed in various currencies into a single one is: Kenya Shillings The official source of the selling (exchange) rate is: Central Bank of Kenya The date of the exchange rate is: The Date of Proposal Opening			

2.8.5 (QCBS only)	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: $Sf = 100 \times Fm / F$, 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 = ____ [0.7], and P = ____ [0.3] 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: $S = St \times T\% + Sf \times P\%$.
D. Negotiations and Award	
2.9	Expected date and address for contract negotiations: Date: to be communicated later
2.10.3	The Standstill Period shall be: 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. 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.
2.10.2	Expected date for the commencement of the Services: Fourteen (14) calendar days after order to commence or such other time period as the parties may agree in writing.

2.10.6	The procedures for making a Procurement-related Complaints are detailed in the “Regulations” available from the PPRA Website www.ppra.go.ke or email 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 to: Title/position:– <i>Head of Supply Chain Management</i> Procuring Entity: <i>Council Of governors</i> Email address: <i>james.kamau@cog.go.ke</i> 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.
--------	---

C. FINANCIAL EVALUATION CRITERIA.

2.8.1 The opening date of the financial proposal shall be the date indicated in the notification letter.

2.8.4 Preference not applicable

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

THE COMBINED TECHNICAL AND FINANCIAL SCORES SHALL BE DETERMINED USING THE FORMULA IN CLAUSE 2.8.5. THE WEIGHTS GIVEN TO THE TECHNICAL AND FINANCIAL PROPOSALS ARE:

T= 0.70

P= 0.30

THE WINNING BIDDERS MAY BE INVITED FOR NEGOTIATIONS.

2.9.2 The assignment is expected to commence on: **within 5 working days after the entry meeting.**

2.10 Award Criteria:

- **The tenderer with the highest combined technical and financial scores shall be awarded 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.
- 3.4 Consultants should not apply to Review/Audit Procuring Entities which they have had previous dealings in the last 2 years, which may be seen as conflict of interest. If conflict of interest is discovered termination of contract will suffice.

TECHNICAL PROPOSAL

Table of Contents	Page
1. Technical proposal submission form	25
2. Firms references	26
3. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity	27
4. Description of the methodology and work plan for performing the assignment	28
5. Format of curriculum vitae (CV)	30
6. Time schedule for professional personnel	32
7. Activity (work schedule)	33

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/ specify the cluster*] in
accordance with your Request for Proposal dated _____ [*Date*] and
our Proposal. We are hereby submitting our Proposal, which includes this Technical
Proposal, [and a Financial Proposal sealed under a separate envelope-*where applicable*].

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

We remain,

Yours sincerely,

_____ [*Authorized Signature*]:

_____ [*Name and Title of Signatory*]:

_____ [*Name of Firm*]:

_____ [*Address*]:

2. FIRM'S REFERENCES

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

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

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

Firm's Name: _____

Name and title of signatory; _____

(May be amended as necessary)

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 [*specify cluster*]**

5 TEAM COMPOSITION AND TASK ASSIGNMENTS – Not Applicable

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

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

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm: _____ Nationality: _____

Membership in Professional Societies:

Detailed Tasks Assigned:

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience. I have also authorized the (Insert bidder's name) to use this CV with respect to this tender reference (Insert the tender number).

_____ Date:

[Original signature of staff member]

_____ Date;

[Original signature of authorised representative of the firm]

Full name of staff member:

Full name of authorized representative:

7. TIME SCHEDULE

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

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8 ACTIVITY (WORK) SCHEDULE

(a). Fieldwork Items

(Insert name of the First Procuring Entity)

[1st, 2nd, etc, are months from the start of assignment)

	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th	
Activity (Work)													

(b). Completion and Submission of Reports

Reports	Date
Inception Report	
First Draft Review Report	
Final Draft Review Report	
Final Review Report	

(Insert Name of the Second Procuring Entity)

(a) Fieldwork Items

[1st, 2nd, etc, are months from the start of assignment)

	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th	
Activity (Work)													

(b). Completion and Submission of Reports

Reports	Date
Inception Report	
First Draft Review Report	
Final Draft Review Report	
Final Review Report	

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

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

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

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2. Summary of costs	30
3. Breakdown of price/per activity	32
4. Breakdown of remuneration per activity	33
5. Reimbursable per activity	34

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

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

We remain,

Yours sincerely,

_____ *[Authorized Signature]*

:

_____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]*

_____ [Address]

2. SUMMARY OF COSTS OF COSTS BY ACTIVITY

Cluster No.	Description of service	Professional fees (Kshs)	Incidental Expenses	Tax (Kshs)	Sub-total (Kshs)
Total Amount of Financial Proposal					

Group of Activities (Phase): ² _____ _____	Description: ³ _____
Cost component	Costs (Kshs)
Remuneration ⁵	
Other costs (specify if any)	
Sub totals	

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

4. BREAKDOWN OF REMUNERATION PER ACTIVITY- N/A

Group of Activities (Phase):				
Name ²	Position ³	Staffmonth Rate ⁴	Input ⁵ (Staffmonths)	Kshs. ⁶
Professional Staff				
		[Home]		
		[Field]		
Support Staff –N/A				
		[Home]		
		[Field]		
Total Costs				

- 1 Form No.4 (Breakdown of Remuneration per activity) shall be filled for each of the Forms No.3 (Breakdown of Costs by Activity) provided.

SECTION V - TERMS OF REFERENCE

INDIVIDUAL CONSULTANCY SERVICES FOR THE ESTABLISHMENT OF THE DEVOLUTION TRAINING INSTITUTE (DTI): A CENTRE OF EXCELLENCE FOR GOVERNANCE AND CAPACITY DEVELOPMENT IN KENYA'S DEVOLVED SYSTEM

A. Background

The Council of Governors is established under Section 19 of the Intergovernmental Relations Act, 2012 to provide a mechanism for consultation amongst County Governments, facilitate sharing information on the performance of County Governments, and promote consideration of matters of common interest to County Governments.

Since the advent of devolution under the Constitution of Kenya, 2010, County Governments have continued to face emerging governance, legal, policy, institutional, fiscal and service delivery challenges that require continuous capacity development for governors, county executives, county assemblies, county public officers and other stakeholders.

Recognizing the need for a specialized institution dedicated to building capacity on devolution, governance and intergovernmental relations, the Council of Governors, during the 2025 Devolution Conference held in Homa Bay County, officially commissioned the establishment of the **Devolution Training Institute (DTI)** as the premier institution for learning, research, innovation, policy dialogue and knowledge management on matters relating to devolved governance.

Following the commissioning of the Institute, the Council has initiated the process of establishing the DTI. This includes developing appropriate governance arrangements, operational systems, legal and policy frameworks, business and sustainability models, academic programmes, partnerships and institutional structures necessary to position the Institute as a centre of excellence in devolution studies within Kenya and across Africa.

The Council recognizes that successful establishment requires benchmarking against established institutions that have demonstrated excellence in governance training and public sector capacity development, including but not limited to:

- Centre for Parliamentary Studies and Training (CPST), Kenya;
- The Prosecution Training Institute;
- Africa Centre for Devolved Governance (ACDG);
- African School on Decentralisation, South Africa
- The Hague Academy for Local Governance, The Netherlands;
- Kenya School of Government (KSG);
- Local Government Sector Education and Training institutions within Africa and internationally;
- Other relevant centres of excellence

The Council of Governors therefore intends to establish the Devolution Training Institute (DTI) as its specialized capacity development arm to serve as the premier institution for induction, executive leadership development, applied research, policy dialogue and continuous professional development for County Governments. The Council therefore seeks to engage the

services of a highly qualified consultant to provide technical expertise in midwifing the establishment of the Devolution Training Institute.

B. Purpose of the consultancy

The purpose of this consultancy is to support the establishment of an internationally recognized and sustainable, Centre of Excellence that advances research, innovation and capacity development, and training in devolution and local governance.

C. Objectives of the Assignment

The overall objective is to design a fully operational Devolution Training Institute domiciled at the Council of Governors that will serve as the national centre for induction, executive education, research, innovation and continuous capacity development for County Governments.

The specific objectives are to:

1. Develop an institutional framework for the Devolution Training Institute.
2. Design an appropriate governance, management and administrative structure for the Institute.
3. Recommend a sustainable business and financing model.
4. Generate a detailed proposal for the training curriculum.
5. Recommend strategic partnerships and accreditation pathways.
6. Develop policies, operational manuals, quality assurance mechanisms, communication and publicity strategies for the Institute .

D. Scope of Work

The consultant shall undertake, but not be limited to, the following assignments:

a) Institutional Assessment and Benchmarking

The consultant shall:

- i. Review all existing documents developed by the Council relating to the Devolution Training Institute;
- ii. Undertake comparative analysis of successful governance and leadership institutions locally, regionally and internationally;
- iii. Benchmark governance, legal structures, financing models, programme delivery approaches and institutional sustainability mechanisms;
- iv. Document best practices applicable to the Kenyan context.

b) Institutional Design

Develop an institutional framework covering: Vision, mission and strategic direction; Institutional mandate; Governance architecture; Organizational structure; Staffing establishment; Functional departments; Decision-making structures; and Reporting mechanisms.

c) Legal and Policy Framework

Review existing legal and policy environment and recommend: Institutional charter; Governance instruments; Regulatory requirements; Accreditation pathways; and Compliance requirements.

d) Business Model and Sustainability Strategy

Develop a comprehensive sustainability framework including: Financial model; Revenue generation strategy; Resource mobilization framework; Partnership strategy; Donor engagement framework; Risk management strategy; and Investment strategy.

e) Training Framework/ Training and Capacity Building

Develop a framework covering: Training Curriculum ; Professional certification programmes; Executive leadership programmes; Short courses; E-learning framework; Knowledge management framework; and Faculty development strategy;

f) Operational Framework

Prepare operational systems including: Operational policies; Administrative procedures; Governance manuals; Standard Operating procedures; Human resource framework; Financial management systems; Monitoring and Evaluation Framework; ICT and Digital Learning Framework; and Communication and branding strategies.

g) Stakeholder Engagement

Facilitate consultations with: Council of Governors; County Governments; National Training institutions Development Partners; Universities; Professional bodies; International training institutions; Private sector; Civil Society Organizations among others.

h) Implementation Roadmap

Develop a phased implementation plan detailing:

- i. Immediate interventions;
- ii. Medium-term priorities;
- iii. Long-term institutional growth strategy;
- iv. Resource requirements;
- v. Milestones;
- vi. Monitoring indicators.

E. Expected Deliverables

The consultant shall deliver the following:

- i. Inception Report detailing methodology, work plan and timelines.
- ii. Benchmarking Report documenting comparative analysis and recommendations.
- iii. Institutional Framework for the Devolution Training Institute.
- iv. Governance and Organizational Structure.
- v. Legal and Policy Framework.
- vi. Sustainability and Business Model.
- vii. Propose training curriculum.
- viii. Participate and offer advisory in the externally contracted development of an online Training and certification platform

- ix. Draft Operational Policies and Manuals.
- x. Stakeholder Consultation Report.
- xi. Five-Year Institutionalization Roadmap.
- xii. Final Institutionalization Report incorporating comments from stakeholders.
- xiii. Presentation of findings to the Council of Governors and relevant committees.

F. Methodology

The consultant shall adopt an inclusive and participatory approach including: Literature review; Review of existing CoG documentation; Comparative institutional benchmarking; Key informant interviews; Stakeholder consultations; Workshops and validation meetings; Expert panel discussions; Presentation of draft report

G. Duration of the Assignment

The consultancy shall be undertaken over a period of 42 days from the date of contract signing.

H. Required Qualifications and Experience

The consultant (or consulting firm) shall possess the following qualifications:

Education

- At least a Master's degree in Public Administration, Devolution, Public Policy, Governance, Law, Institutional Development, Organizational Development, Education Management or related field.
- A PhD in a relevant discipline will be an added advantage.

Experience

The consultant should demonstrate:

- At least Eight (8) years' experience in institutional development;
- Proven experience establishing or supporting centres of excellence or public sector training institutions;
- Experience in governance and devolution;
- Experience in organizational development and strategic planning;
- Experience developing governance structures and business models;
- Experience working with County Governments or devolved systems;
- Demonstrated understanding of public sector reforms in Kenya;
- Excellent facilitation and stakeholder engagement skills.
- Experience working with international governance institutions will be an added advantage.

I. Reporting Arrangements

The Consultant will report to the Chief Executive Officer, Council of Governors. A Technical Committee comprising representatives from the CoG Secretariat will provide day-to-day guidance and technical input. Further, a Committee of Excellency Governors will provide strategic and policy guidance.

J. Payment Schedule

Payments shall be linked to satisfactory completion of deliverables as follows:

- i. **20%** upon approval of the Inception Report;
- ii. **20%** upon submission and approval of the Benchmarking Report and Institutional Framework;
- iii. **40%** upon submission of the Draft Institutionalization Framework and supporting documents;
- iv. **20%** upon submission and approval of the Final Report and all deliverables.

K. Intellectual Property

All reports, manuals, curricula, policies, training materials and other outputs produced under this consultancy shall remain the exclusive property of the Council of Governors. The consultant shall not publish, reproduce or distribute any materials arising from the assignment without prior written approval of the Council.

L. Confidentiality

The consultant shall treat all information received during the assignment as confidential and shall not disclose such information to third parties without prior written authorization from the Council of Governors.

SECTION VI - STANDARD FORMS

1. FORM OF 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.

(ii) The Consultant shall provide the personnel listed in Appendix B, “Consultant’s Personnel,” to perform the Services.

(iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, “Consultant’s Reporting Obligations.”

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

3. Payment A. Ceiling

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed _____ *[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 First Review Draft

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

The Consultant undertakes to perform the Services with the

Standards	highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
6. Confidentiality	The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
7. Ownership of Material	Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
8. Consultant Not to be Engaged in certain Activities	The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
9. Insurance	The Consultant will be responsible for taking out any appropriate insurance coverage.
10. Assignment	The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
11. Law Governing Contract and Language	The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.
12. Dispute Resolution	Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

FOR THE CLIENT

FOR THE CONSULTANT

Full name; _____

Full name; _____

Title: _____

Title: _____

Signature; _____

Signature; _____

Date; _____

Date; _____

LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's Personnel

Appendix C: Consultant's Reporting Obligations

2. 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

3. TENDER SECURING DECLARATION FORM

[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 for 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

4. FORM OF TENDER SECURITY

WHEREAS(hereinafter called “the Tenderer”) has submitted his tender dated for the construction of (name of Contract) KNOW ALL PEOPLE by these presents that WE having our registered office at(hereinafter called “the Bank”), are bound unto(hereinafter called “the Employer”) in the sum of Kshs..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this Day of 20.....

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the said date.

[Date]

[Signature of the Bank]

[Witness]

[Seal]

5. REQUEST FOR REVIEW FORM

FORM FOR REVIEW

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT (Review Board)

AND

.....RESPONDENT (Procuring Entity)

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

REQUEST FOR REVIEW I/We.....,the

above named Applicant(s), of address: Physical address.....P.

O. Box 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.

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

- 1.
- 2.

SIGNED(Applicant) Dated on.....day of/...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of 20.....

SIGNED

Board Secretary

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

I, ...of P. O. 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 hereinabove is true to the best of my knowledge information and belief.

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

Bidder's Official Stamp