



**AFFORDABLE HOUSING BOARD**

**REQUEST FOR PROPOSAL FOR TECHNICAL ASSISTANCE ON FUNDING, INVESTMENT AND FINANCIAL REPORTING OF THE AFFORDABLE HOUSING PROGRAMME AND PREPARATION OF THE STRATEGIC PLAN AND OTHER POLICIES.**

**RFP NO. AHB/RFP/03/2025-2026**

**ISSUED ON 24<sup>TH</sup> MARCH 2026**

**CLOSING DATE: WEDNESDAY 8<sup>TH</sup> APRIL 2026 AT 10.00 A.M. KENYAN TIME**

TABLE OF CONTENT

SECTION 1 (A) - REQUEST FOR PROPOSAL (RFP).....4

SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET .....6

SECTION 2 (B). DATA SHEET.....18

SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS .....27

1. FORMTECH-1: TECHNICAL PROPOSAL SUBMISSION FORM.....28

2. CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION.....30

3. FORM TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE.....33

4. FORMTECH-3: COMMENTS AND SUGGESTIONS .....34

5. FORM TECH-5: WORK SCHEDULE AND PLANNING FOR DELIVERABLES .....35

6. FORMT ECH- 6A: TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS.....36

7. FORM TECH-6B: CURRICULUM VITAE (CV).....37

8. FORMTECH-7: MANDATORY SUPPORT DOCUMENTS .....38

9. FORM TECH - 8: SELF-DECLARATION FORMS .....39

10. FORM SD2 .....40

11. DECLARATION AND COMMITMENT TO THE CODE OF ETHICS .....41

12. TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE .....42

13. FORM TECH - 9: TENDER-SECURING DECLARATION FORM {r 46 and 155(2)} .....44

14. SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS .....46

15. FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM .....47

16. FORM FIN-2: SUMMARY OF COSTS .....48

17. FORM FIN-3A: BREAKDOWN OF REMUNERATION.....49

18. FORM FIN 3B: CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES.....50

19. FORM 3C: FORM FOR CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES ...51

20. FORM FIN 3D: BREAKDOWN OF REMUNERATION RATES [FOR TIME BASED CONTRACTS ONLY].52

21. FORM FIN-4 BREAKDOWN OF REIMBURSABLE.....53

SECTION 5. TERMS OF REFERENCE ..... **Error! Bookmark not defined.**

SECTION 6. CONDITIONS OF CONTRACT AND CONTRACT FORMS.....54

CONTRACT FOR CONSULTANT'S SERVICES.....92

SECTION 7: GENERAL CONDITIONS OF CONTRACT.....94

SECTION 8: SPECIAL CONDITIONS OF CONTRACT .....103

SECTION 9: APPENDICES .....109

Appendix A – Terms of Reference.....109

Appendix B - Key Experts.....109

Appendix C – Remuneration Cost Estimates .....109

Appendix D: Reimbursable Expenses Cost Estimates .....110

Appendix E: Form Ofadvance Payments Guarantee .....110

SECTION 10. NOTIFICATION FORMS.....112

BENEFICIAL OWNERSHIP DISCLOSURE FORM.....116

**PROPOSAL FOR SELECTION OF CONSULTING FIRM(S)**

**1) NAME AND CONTACT ADDRESSES OF PROCURING ENTITY**

**The Ag. Chief Executive Officer,**  
Affordable Housing Board  
Prism Tower, 23<sup>rd</sup> floor, 3<sup>rd</sup> Ngong Avenue  
P.O. Box 27512 -00100 Nairobi  
0722 832 832, 0733 832 832  
Email: [procurement@affordablehousingboard.go.ke](mailto:procurement@affordablehousingboard.go.ke)

**2) INVITATION TO RFP (ITT) NO. AHB/RFP/03/2025-2026**

**TENDER NAME: REQUEST FOR PROPOSAL FOR TECHNICAL ASSISTANCE ON FUNDING, INVESTMENT AND FINANCIAL REPORTING OF THE AFFORDABLE HOUSING PROGRAMME AND PREPARATION OF THE STRATEGIC PLAN AND OTHER POLICIES.**

**AFFORDABLE HOUSING BOARD**  
**REQUEST FOR PROPOSAL FOR TECHNICAL ASSISTANCE ON FUNDING, INVESTMENT AND FINANCIAL REPORTING OF THE AFFORDABLE HOUSING PROGRAMME AND PREPARATION OF THE STRATEGIC PLAN AND OTHER POLICIES**

**REQUEST FOR PROPOSAL NO. AHB/RFP/03/2025-2026**

1. The Affordable Housing Board (AHB) has set aside funds in its budget toward the cost for the provision for Technical Assistance on Funding, Investment and Financial Reporting of the Affordable Housing Programme and Preparation of the Strategic Plan and other policies.
2. The Affordable Housing Board (AHB) now invites interested and eligible bidders to Provide the Following Consulting Services (Herein After Called “The Services”): provision for Technical Assistance on Funding, Investment and Financial Reporting of the Affordable Housing Programme and Preparation of the Strategic Plan and other policies. More details on the Services are provided in Section 8 on Terms of Reference.
3. This Request for Proposals (RFP) is invited through the open tender method
4. If a Consultant is a Joint Venture (JV) /consortium, the full name of the JV/consortium shall be used and all members, starting with the name of the lead member. Where sub-consultants have been proposed, they shall be named. The maximum number of JV members shall be specified in the Data Sheet.
5. Tenderers to provide original Tender Security (Bid Bond) of **Kshs. 300,000.00** for every lot bid for in the form provided in this tender document valid for **150 days** from the date of tender opening)
6. The Consultant shall properly tape bind and chronologically serialize all pages of the Request for Proposal documents submitted.
7. A firm will be selected under **Quality Cost Based Selection (QCBS) method** and in a format as described in this RFP, in accordance with the Public Procurement and Asset Disposal Act 2015, a copy of which is found at the following website: [www.ppra.go.ke](http://www.ppra.go.ke).
8. This tender includes 4 Lots.  
Lot 1: Technical assistance on funding, investment and financial reporting of the affordable housing programme  
Lot 2: Preparation of the marketing and sales strategy for the affordable housing board  
Lot 3: Consultancy to conduct a data protection evaluation of the affordable housing board’s data protection framework.  
Lot 4: Preparation of the Human Resource Manual and Policies  
Lot 5: Provision, commissioning and maintenance of unified customer relationship management system
9. The contents of the RFP are as follows:  
Section 1: Letter of Request for Proposals  
Section 2: Instructions to Consultants and Data Sheet  
Section 3: Technical Proposal Standard Forms  
Section 4: Financial Proposal Standard Forms  
Section 5: Terms of Reference  
Section 6: Standard Forms of Contract ([Select: Time-Based or Lump-Sum])
10. Please inform us in writing at the address below or by E-mail; [procurement@affordablehousingboard.go.ke](mailto:procurement@affordablehousingboard.go.ke):
  - a) That you have received this Request for Proposals; and
  - b) Whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).
11. The Technical Proposal and Financial proposal are to be put in different envelopes clearly marked “Technical Proposal” and “Financial Proposal” and sealed in one outer envelope. Completed Request for Proposal documents should be deposited in the **Tender Box** at the main entrance, 23<sup>rd</sup> floor of **Affordable Housing Board 23<sup>rd</sup> Floor Prism Towers, Nairobi** so as to be received on or **before Wednesday 8<sup>th</sup> April 2026 at 10:00am**. More details on the proposal's submission date, time and address are provided in ITC 18.5 of the Data Sheet.
12. The Technical Proposal document will be opened immediately after the closing time in the **Affordable Housing Board Head Office**. Interested tenderers or their representatives may attend the tender opening. The

Financial Proposals for bidders meeting the technical requirements will be opened later during evaluation of bids in the presence of the respective bidders who choose to attend.

13. The Request for Proposal consist of: Section 1: Letter of Request for Proposals; Section 2: Instructions to Consultants and Data Sheet; Section 3: Technical Proposal Standard Forms; Section 4: Financial Proposal Standard Forms; Section 5: Terms of Reference & Section 6: Standard Forms of Contract Lump-Sum
14. Details on the proposal's submission date, time and address are provided in the ITC 17.7and ITC 17.9 of the Data Sheet.

Yours sincerely,  
**Ag. Chief Executive Officer**

## SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET

### A. GENERAL PROVISIONS

#### 1. Meanings/Definitions

- a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- b) “Applicable Law” means the laws and any other instruments having the force of law in Kenya.
- c) “Procuring Entity” means the entity that is carrying out the consultant selection process and signs the Contract for the Services with the selected Consultant.
- d) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Procuring Entity under the Contract.
- e) “Contract” means a legally binding written agreement signed between the Procuring Entity and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- f) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- g) “Day” means a calendar day unless otherwise specified as "Business Day". A Business Day is any day that is an official working day in Kenya and excludes official public holidays.
- h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture/consortium member(s).
- i) “Government” means the Government of the Republic of Kenya.
- j) “In writing” means communicated in written form such as by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Procuring Entity with proof of receipt.
- k) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.
- l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is considered in the technical evaluation of the Consultant's proposal.
- m) “ITC” (this Section of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
- n) “Letter of RFP” means the letter of invitation being sent by the Procuring Entity to the Consultants.
- o) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- p) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- q) “Public Procurement Regulatory Authority (PPRA)” means the statutory authority of the Government of Kenya that mandated with the role of regulating and monitoring compliance with the public procurement law and regulations.
- r) “RFP” means the Request for Proposals to be prepared by the Procuring Entity for the selection of Consultants.
- s) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- t) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Procuring Entity during the whole performance of the Contract.

- v) “Terms of Reference (TORs)” means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Entity and the Consultant, and expected results and deliverables of the assignment.

## 2. Introduction

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

## 3. Conflict of Interest

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

- i) *Conflicting Activities*

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

- ii) *Conflicting Assignments*

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

- (iii) *Conflicting Relationships*

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

- iv) *Others*

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

## 4. Unfair Competitive Advantage

- 4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Procuring Entity shall indicate in the Data Sheet and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Corrupt and Fraudulent Practices

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

5.2 Collusive practices

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

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

6. Eligibility

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

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

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

6.4 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.

6.5 It is the Consultant's responsibility to ensure that it's Experts, joint venture members/consortium, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements.

6.6 As an exception to the foregoing ITC 6.1 and 6.2 above:

- a) Sanctions-A firm or an individual that has been debarred from participating in public procurement shall be ineligible to be awarded a contract, or to benefit from the contract, financially or otherwise, during the debarment period. The list of debarred firms and individuals is available from the website of PPRA [www.ppra.go.ke](http://www.ppra.go.ke).
- b) Prohibitions-Firms and individuals of a country or goods in a country may be ineligible if:
  - i) As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
  - ii) By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or services from that country or any payments to any country, person, or entity in that country.
- c) Restrictions for Government-owned Enterprises-Government-owned enterprises or institutions in Kenya shall be eligible only if they can establish that they
  - i) Are legally and financially autonomous,
  - ii) Operate under commercial law, and
  - iii) That they are not dependent agencies of the Procuring Entity.
- d) Restrictions for public employees - Government officials and civil servants and employees of public

institutions shall not be hired for consulting contracts.

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

**B. Preparation of Proposals**

**7. General Considerations**

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

**8. Cost of Preparation of Proposal**

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

**9. Language**

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

**10. Documents Comprising the Proposal**

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

- 10.2 The Consultant shall declare in the Financial Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid rigging.

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

**11. Only One Proposal**

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

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

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

**12. Proposal Validity**

**a. Proposal Validity Period**

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

- 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and may be subject to sanctions in accordance with ITC 5.

b. Extension of Validity Period

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

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

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

b. Substitution of Key Experts at Validity Extension

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

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

c. Sub-Contracting

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

**13. Clarification and Amendment of RFP**

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

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

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

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

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

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

- (a) If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture/consortium or as Sub-consultants, it may do so long as only one Proposal is submitted, in accordance with ITC 11. Above. A Consultant cannot associate with shortlisted Consultant(s). When associating with non-shortlisted/non-invited firms in the form of a joint

venture/consortium or a sub-consultancy, the shortlisted/invited Consultant shall be a lead member. If shortlisted/invited Consultant associates with each other, any of them can be a lead member.

- (b) The Procuring Entity may indicate in the Data Sheet the estimated amount or Key Experts' time input (expressed in person-month), or the Procuring Entity's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same. This clause shall not apply when using Fixed Budget selection method.
- (c) For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input shall not be disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- d) Key Experts shall not appear in more than one proposal unless so allowed in the Data Sheet. Invited firms must confirm and ensure their Key experts do not appear in proposal of other invited firms, otherwise proposals with Key experts appearing in other proposals will be rejected.

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

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

## **16. Financial Proposal**

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

### **a. Price Adjustment**

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

### **b. Taxes**

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

### **c. Currency of Proposal**

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

### **d. Currency of Payment**

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

## **C. SUBMISSION, OPENING AND EVALUATION**

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

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

- 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 17.3 A Proposal submitted by a Joint Venture/consortium shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.
- 17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 17.5 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 18. Sealing and Marking of Proposals**
- 18.1 The firm shall deliver the Proposals in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the assignment, addressed to the Procuring Entity and a warning "DO NOT OPEN BEFORE **16th February 2024 at 2.00PM Local Kenyan Time**. (The time and date for proposal opening date". Within the single envelope, package or container, the Firm shall place the following separate, sealed envelopes:
- 18.2 In the single sealed envelope, or in a single sealed package, or in a single sealed container the following documents shall be closed and shall be addressed as follows:
- i) in an envelope or package or container marked "ORIGINAL", all documents comprising the Technical Proposal, as described in ITC11;
  - ii) in an envelope or package or container marked "COPIES", all required copies of the Technical Proposal;
  - iii) in an envelope or package or container marked "ORIGINAL", all required copies of the Financial Proposal; and
- 18.3 The inner envelopes or packages or containers shall:
- i) Bear the name and address of the Procuring Entity.
  - ii) Bear the name and address of the Firm; and
  - iii) Bear the name and Reference number of the Assignment.
- 18.4 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the proposal. Proposals that are misplaced or opened prematurely will not be accepted.
- 18.5 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Procuring Entity no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Procuring Entity after the deadline shall be declared late and rejected, and promptly returned unopened.
- 19. Confidentiality/ Canvassing**
- 19.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Procuring Entity on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
- 19.2 Any attempt by Consultants or any one on behalf of the Consultant to influence improperly the Procuring Entity in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing PPRA's debarment procedures.
- 19.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Procuring Entity on any matter related to the selection process, it should do so only in writing.
- 20. Opening of Technical Proposals**
- 20.1 The Procuring Entity's opening committee shall conduct the opening of the Technical Proposals in the presence

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

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

## **21. Proposals Evaluation**

- 21.1 Subject to provision of ITC 15.1, the valutors of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and after the Procuring Entity notifies all the Consultants in accordance with ITC 22.1.
- 21.2 The Consultant is not permitted to alter or modify its Proposal in anyway after the proposal submission deadline except as permitted under ITC12.7. While evaluating the Proposals, the Evaluation Committee will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

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

- 22.1 The Procuring Entity's evaluation committee shall evaluate the Technical Proposals that have passed the eligibility and mandatory criteria, on the basis of their responsiveness to the Terms of Reference and the RFP. The eligibility and mandatory criteria shall include the following and any other that may be included in the Data sheet.
- a) Firm has submitted the required number of copies of the Technical Proposals.
  - b) Firm has submitted a sealed financial proposal.
  - c) The Proposal is valid for the required number of days.
  - d) The Technical Proposal is signed by the person with power of attorney, without material deviation, reservation, or omission.
  - e) The Technical Proposal is complete with all the forms and required documentary evidence submitted.
  - f) A valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14 for Kenyan firms.
  - g) Key Experts are from eligible countries.
  - h) Key Experts do not appear in more than one proposal, if so required.
  - i) A short-listed firm has not participated in more than one proposal, if so required.
  - j) The Consultant is not insolvent, in receivership, bankrupt or in the process of being wound up.
  - k) The Consultant, its sub-consultants and experts have not engaged in or been convicted of corrupt or fraudulent practices.
  - l) The Consultant is neither precluded from entering into a Contract nor debarred by PPRA.
  - m) The firm has not proposed employing public officials, civil servants and employees of public institutions.
  - n) The Consultant, its sub-consultants and experts have no conflicts of interest.
- 22.2 Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

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

### **23.1 Unsuccessful Proposals**

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

of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

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

Following the ranking of the Technical Proposals, when the selection is based on QBS or CQS, the top-ranked Consultant is invited to negotiate the Contract. Only the Financial Proposal of the technically top-ranked Consultant is opened by the opening committee. All other Financial Proposals shall be returned unopened after the Contract negotiations are successfully concluded and the Contract is signed with the successful Consultant. When the selection is based on the SSS method and if the invited Consultant meets the minimum technical score required passing, the financial proposal shall be opened and the Consultant invited to negotiate the contract.

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

Following the ranking of the Technical Proposals, and after internal approvals, the Procuring Entity shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following: (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score; (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

**23.4 Opening of Financial Proposals**

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

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

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

**24. Correction of Errors**

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

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

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

**25. Taxes**

**25.1** Subject to ITC 24.2, all taxes are deemed to be included in the Consultant's financial proposal as separate items, and, therefore, considered in the evaluation.

**25.2** All local identifiable taxes levied on the contract invoices (such as sales tax, VAT, excise tax, or any similar taxes or levies) and in come and withholding tax payable to Kenya on the remuneration of non-resident Experts for the services rendered in Kenya are dealt with in accordance with the instructions in the Data Sheet.

**26. Conversion to Single Currency**

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

**27. Abnormally Low Prices**

27.1 An Abnormally Low Price is one where the financial price, in combination with other constituent elements of the proposal, appears unreasonably low to the extent that the price raises material concerns with the Procuring Entity as to the capability of the Consulting firm to perform the Contract for the offered price.

27.2 In the event of identification of a potentially Abnormally Low Price by the evaluation committee, the Procuring Entity shall seek written clarification from the firm, including a detailed price analyses of its price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risk and responsibilities and any other requirements of the RFP document.

27.3 After evaluation of the price analyses, if the Procuring Entity determines that the firm has failed to demonstrate its capability to perform the contract for the offered price, the Procuring Entity shall reject the firm's proposal.

**28. Abnormally High Prices**

28.1 An abnormally high price is one where the proposal price, in combination with other constituent elements of the proposal, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Consultants is compromised.

28.2 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct, and review the RFP to check if the specifications, TOR, scope of work and conditions of contract are contributory to the abnormally high proposals. The Procuring Entity may also seek written clarification from the Consultants on the reason or the high proposal price. The Procuring Entity shall proceed as follows:

- i) If the proposal price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the proposal depending on the Procuring Entity's budget considerations.
- ii) If specifications, TOR, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, the Procuring Entity shall reject all proposals and may re-invite for proposals for the contract based on revised estimates, specifications, TOR, scope of work and conditions of contract.

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

**29. Combined Quality and Cost Evaluation**

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

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

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

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

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

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

d. Combined Technical and Evaluation Report

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

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

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

- i) The name and address of the Consultant with whom the Procuring Entity successfully negotiated a contract;
- ii) the contract price of the successful Proposal;
- iii) a statement of the reasons why the recipient's Proposal was unsuccessful
- iv) the expiry date of the Standstill Period, and
- v) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

**31. Standstill Period**

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

(a) NEGOTIATIONS AND AWARD

**32. Negotiations**

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

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

**32.3 Availability of Key Experts**

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

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

**32.5 Technical negotiations**

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

(a) **Financial negotiations**

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

- 32.7 If the selection method included cost as a factor in the evaluation (that is QCBS, FBS, LCS), the unit rates and the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.
- 32.8 Where QBS or CQS methods was used for a *Lump-sum Contract* as indicated in the RFP, the unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts or the professional practice. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QB Sand CQS; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates. If after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked Consultant to open its financial proposal and negotiate the contract.
- 32.9 In the case of a *Time- Based contract*, negotiation of unit rates shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QBS and CQS; and (ii) clarifying remuneration rates 'structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations-Breakdown of Remuneration Rates. If after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked Consultant for negotiations.
- 32.10 Where SSS method was used as indicated in the RFP, both the unit rates and total price shall be negotiated. If the negotiations fail, the Procuring Entity shall terminate the Consultant selection process. In that event, the Procuring Entity shall review the consultancy requirements and market conditions prior to deciding to use an appropriate selection method to again procure the consulting services.

### **33. Conclusion of Negotiations**

- 33.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Accounting Officer and the Consultant's authorized representative and minutes prepared to record the outcome of the negotiations.
- 33.2 If the negotiations fail, the Procuring Entity shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Entity shall terminate the negotiations informing the Consultant of the reasons for doing so. The Procuring Entity will invite the next-ranked Consultant to negotiate a Contract. Once the Procuring Entity commences negotiations with the next-ranked Consultant, the Procuring Entity shall not reopen the earlier negotiations.

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

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

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

- 35.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry of the Standstill Period, specified in ITC 28.1 and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.
- 35.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

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

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

- 36.2 Consider carefully the information on Consultants to be published, particularly evaluation by the Procuring Entity, to avoid disclosing information which can facilitate bid-rigging formation going forward. Suggest amendment as follows:
- 36.3 The awarded Contract shall be published on the Procuring Entity’s website with free access if available and in the official procurement tender portal.
37. Procurement Related Complaint and **Administrative Review**
- 37.1 The procedures for making Procurement-related Complaints shall be specified in the **TDS**.
- 37.2 A request for administrative review shall be made in the form provided under contract forms.

SECTION 2 (B). DATA SHEET

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
<b>A. General Provisions</b>	
1(j)	<p>Electronic procurement system shall be used: <b>Not Applicable</b></p> <p>If Yes; Electronic –Procurement System The Procuring Entity shall use the following electronic-procurement system to manage this Request for Proposal process: <b>NOT APPLICABLE</b> The electronic-procurement system shall be used to manage the following part of the RFP process: <b>NOT APPLICABLE</b></p>
2.1	<p>Name of the Procuring Entity: <b>Affordable Housing Board</b></p> <p>The consultant selection method is: <b>Quality-Cost Based Selection (QCBS)</b>.</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal in separate envelopes: <b>Yes</b></p> <p>The name of the assignment is: PROVISION FOR TECHNICAL ASSISTANCE ON FUNDING, INVESTMENT AND FINANCIAL REPORTING OF THE AFFORDABLE HOUSING PROGRAMME AND PREPARATION OF THE STRATEGIC PLAN AND OTHER POLICIES.</p> <p>Lot 1: Technical assistance on funding, investment and financial reporting of the affordable housing programme Lot 2: Preparation of the marketing and sales strategy for the affordable housing board Lot 3: Consultancy to conduct a data protection evaluation of the affordable housing board’s data protection framework. Lot 4: Preparation of the Human Resource Manual and Policies Lot 5: Provision, commissioning and maintenance of unified customer relationship management system.</p> <p><b>Bidders may apply for 1 (one) or more Lots and may be awarded up to 2 Lots.</b></p>
2.3	<p>A pre-proposal conference will be held NO</p> <p>Date of pre-proposal conference...<b>N/A</b> Time: <b>N/A</b> Address: <b>N/A</b> Telephone: <b>N/A</b> E-mail: <b>N/A</b> Title of contact person: <b>N/A</b></p>
2.4	<p>The Procuring Entity will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: <b>Terms of Reference</b></p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
3.3 (iv)	The Consultants shall not be hired under the circumstances in conflicting activities; <b>Applicable</b>
4.1	If “Unfair Competitive Advantage” applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the Consultants: <b>N/A</b>
6.2	Maximum number of members in the Joint Venture (JV) /consortium shall be: <b>ONE</b>
6.6 (a)	The list of debarred firms and individuals is available at the PPRA’s website <b>www.ppra.go.ke</b> or email <b>complaints@ppra.go.ke</b>
6.7	The business will be registered with <b>NOT APPLICABLE</b>
<b>B. Preparation of Proposals</b>	
10.1	<p>The Proposal shall comprise the following:</p> <p>1<sup>st</sup> Inner Envelope with the Technical Proposal:</p> <p>TECH-1: Technical Proposal Submission Form  TECH-2: Consultant’s Organization and Experience  TECH-3: Comments and Suggestions  TECH-4: Description of Approach, Methodology and Workplan  TECH-5: Work Schedule and Planning for Deliverables  TECH-6: Team Composition, Assignment, and Key Experts’ Input  TECH-7: Mandatory Documentary Evidence</p> <p>AND</p> <p>2<sup>nd</sup> Inner Envelope with the Financial Proposal:</p> <p>(1) FIN-1: Financial Proposal Submission Form  (2) FIN-2: Summary of Costs  (3) FIN-3: Breakdown of Remuneration  (4) FIN-4: Breakdown of Reimbursable Expenses</p>
11.1	Participation of Sub-consultants, and Key Experts in more than one Proposal is permissible: <b>NO</b>
12.1	Proposals must remain valid for <b>120 days</b> after the proposal submission deadline.
13.1	<p>Clarifications may be requested no later than <b>Five (5) days</b> prior to the submission deadline. The contact information for requesting clarifications is:</p> <p style="text-align: center;"><b>The Ag. Chief Executive Officer,</b>  Affordable Housing Board,  Prism Tower, 23<sup>rd</sup> floor, 3<sup>rd</sup> Ngong Avenue  P. O Box 27512 - -00100 Nairobi  Tel: +254 722 832 832; 0733 832 832  Email: <b>procurement@affordablehousingboard.go.ke</b>  Attn: Head, Supply Chain Management Services</p>
14 (b) (do not use for Fixed Budget Method)	Estimated total cost of the assignment: <b>NOT APPLICABLE</b>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
14 (c) and 26.2 [use for Fixed Budget method]	The total available budget for this Fixed-Budget assignment is: <b>NOT APPLICABLE</b> [insert currency] (choose one: inclusive or exclusive of taxes). Proposals exceeding the total available budget will be rejected.
14 (d)	Key Experts shall not appear in more than one proposal: <b>APPLICABLE</b>
15.1	The Technical Proposal shall be prepared using the Standard Form provided in Section 3 of the RFP and shall comprise the documents listed in the Data Sheet under ITC 10.1.: <b>APPLICABLE</b>  A Technical Proposal containing material financial information shall be declared non- responsive
15.2	Consultant shall not propose alternative Key Experts: <b>APPLICABLE</b>
16.1(b)	The Financial Proposal will include (but not limited to) the following reimbursable expenses: NONE
16.2	A price adjustment provision applies to remuneration rates: <b>No</b>
16.3	The Procuring Entity has NOT obtained an exemption for the Consultant from payment of taxes in Kenya as per <i>the KRA website ( the 16% VAT and 5% consultancy fee)</i>  Information on the Consultant’s tax obligations in the Procuring Entity’s country can be found on the Kenya Revenue Authority website: <b>www.kra.go.ke</b>
16.4	<b>The Financial Proposal shall be stated in Kenya Shillings.</b> The price quoted should include all associated costs and taxes including <b>Capacity Building Levy</b> . Tenderers are notified of PPRA circular No. 01/2024 dated 30th August 2024 and Legal notice No. 206 of 6th November 2023 which introduces Capacity Building Levy to be paid/borne by a supplier on all procurement contracts signed between the supplier and the procuring entity at a rate of <b>0.03% of the value of contract exclusive of applicable taxes</b> . The procuring entity shall deduct and remit the levy to PPRA
<b>C. Submission, Opening and Evaluation</b>	
17.1	The Consultant <b>SHALL NOT</b> have the option of submitting his Proposal electronically.
17.5	The Consultant must submit: (a) Technical Proposal: <b>One (1) Original and one copy which is a replica of the original bid document;</b> (b) Financial Proposal: <b>One (1) Original</b>
18.5	The Proposal must be submitted no later than: Date: Wednesday 8 <sup>th</sup> April 2026 Time: 10.00 A.m. Kenyan Local Time  The Proposal Submission Address is;  <b>The AG. Chief Executive Officer,</b> Affordable Housing Board Prism Towers, 23 <sup>rd</sup> floor, 3 <sup>rd</sup> Ngong Avenue P.O Box 27512- - 00100 Nairobi Tel; +254 722 832 832, 0733 832 832 Email: <b>procurement@affordablehousingboard.go.ke</b>  The tender documents shall be deposited in <b>Tender Box</b> located at the Prism Towers, 23 <sup>rd</sup> floor reception, 3 <sup>rd</sup> Ngong Avenue, <b>Nairobi, Kenya</b> . Bulky tender documents that cannot fit in the tender box shall be delivered and registered on 23 <sup>rd</sup> Floor of Prism towers, <b>Procurement Office Room, 3<sup>rd</sup> Ngong Avenue, Nairobi, Kenya</b> .

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS																																														
16.1(b)	Not applicable																																														
20.1	An online option for the opening of the Technical Proposals is offered: <b>NO</b>																																														
20.2	In addition, the following information will be read aloud at the opening of the Technical Proposals: <b>Name of Consultants and Bid Security Amount and Bank Name</b>																																														
22.1	<p>Other eligibility and mandatory criteria shall be:</p> <p>Eligibility and mandatory criteria shall be as follows. Bidders who fail to pass the preliminary/mandatory criteria shall not proceed to the technical evaluation stage</p> <p><b>Consultants will be evaluated on a YES or NO basis in this stage</b></p> <table border="1" data-bbox="357 604 1448 1974"> <thead> <tr> <th data-bbox="357 604 483 682">No.</th> <th data-bbox="483 604 1282 682">Requirements</th> <th data-bbox="1282 604 1448 682">Bidder's Response</th> </tr> </thead> <tbody> <tr> <td colspan="3" data-bbox="357 682 1448 787"><b>All interested and eligible bidders in all lots must satisfy the following mandatory requirements in addition to the eligibility criteria in accordance with Section 55 of the Public Procurement and Asset Disposal Act 2015 (Revised) 2022 (PPADA)</b></td> </tr> <tr> <td data-bbox="357 787 483 829">1.</td> <td data-bbox="483 787 1282 829">Attach a copy of valid Tax Compliance Certificate</td> <td data-bbox="1282 787 1448 829"></td> </tr> <tr> <td data-bbox="357 829 483 871">2.</td> <td data-bbox="483 829 1282 871">Provide a copy of a valid Single Business Permit</td> <td data-bbox="1282 829 1448 871"></td> </tr> <tr> <td data-bbox="357 871 483 1102">3.</td> <td data-bbox="483 871 1282 1102">Provide an Original Tender Security in the amount of <b>Kenya Shillings Five Hundred Thousand Shillings Only (Kshs. 300,000.00)</b> from a reputable Bank or an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Public Procurement Regulatory Authority (PPRA) in Kenya valid for 30 days beyond the Tender Validity period i.e. 180 days for every lot bid for</td> <td data-bbox="1282 871 1448 1102"></td> </tr> <tr> <td data-bbox="357 1102 483 1249">4.</td> <td data-bbox="483 1102 1282 1249">Provide a valid copy of Certificate of Confirmation of Directors and Shareholding (CR 12). (Issued within the last 6 Months to Tender Opening Date) or copies of ID cards in case of Sole Proprietors and partnerships</td> <td data-bbox="1282 1102 1448 1249"></td> </tr> <tr> <td data-bbox="357 1249 483 1312">5.</td> <td data-bbox="483 1249 1282 1312">Must submit a duly filled, signed and stamped Confidential Business Questionnaire in format provided</td> <td data-bbox="1282 1249 1448 1312"></td> </tr> <tr> <td data-bbox="357 1312 483 1438">6.</td> <td data-bbox="483 1312 1282 1438">The bid document "Original" and "Copy" must be chronologically serialized and paginated on all pages of the tender documents submitted. The Proposal must be tape bound and not Spiral bound. Spiral bound documents shall be automatically disqualified.</td> <td data-bbox="1282 1312 1448 1438"></td> </tr> <tr> <td data-bbox="357 1438 483 1564">7.</td> <td data-bbox="483 1438 1282 1564">Provide Power of Attorney giving the name of the person who should be signing the bid, authorizing him/her to submit / execute the tender and the resulting agreement as a binding document.</td> <td data-bbox="1282 1438 1448 1564"></td> </tr> <tr> <td data-bbox="357 1564 483 1648">8.</td> <td data-bbox="483 1564 1282 1648">Duly filled, signed and Stamped Self Declaration form that the Tenderer will not engage in any Corrupt or Fraudulent Practice.</td> <td data-bbox="1282 1564 1448 1648"></td> </tr> <tr> <td data-bbox="357 1648 483 1711">9.</td> <td data-bbox="483 1648 1282 1711">Duly filled, signed and stamped Self- Declaration Form that the Tenderer is Not Debarred by PPRA.</td> <td data-bbox="1282 1648 1448 1711"></td> </tr> <tr> <td data-bbox="357 1711 483 1795">10.</td> <td data-bbox="483 1711 1282 1795">Duly filled, signed and stamped Certificate of Independent Proposal Determination</td> <td data-bbox="1282 1711 1448 1795"></td> </tr> <tr> <td data-bbox="357 1795 483 1879">11.</td> <td data-bbox="483 1795 1282 1879">Duly filled, signed and stamped Declaration and Commitment to The Code of Ethics</td> <td data-bbox="1282 1795 1448 1879"></td> </tr> <tr> <td data-bbox="357 1879 483 1921">12.</td> <td data-bbox="483 1879 1282 1921">Duly filled, signed and stamped Technical Proposal Submission Form</td> <td data-bbox="1282 1879 1448 1921"></td> </tr> <tr> <td data-bbox="357 1921 483 1974">13.</td> <td data-bbox="483 1921 1282 1974">Commitment letter that the successful Consultant shall provide or is covered by an indemnity cover equivalent to 2% of the total value of</td> <td data-bbox="1282 1921 1448 1974"></td> </tr> </tbody> </table>		No.	Requirements	Bidder's Response	<b>All interested and eligible bidders in all lots must satisfy the following mandatory requirements in addition to the eligibility criteria in accordance with Section 55 of the Public Procurement and Asset Disposal Act 2015 (Revised) 2022 (PPADA)</b>			1.	Attach a copy of valid Tax Compliance Certificate		2.	Provide a copy of a valid Single Business Permit		3.	Provide an Original Tender Security in the amount of <b>Kenya Shillings Five Hundred Thousand Shillings Only (Kshs. 300,000.00)</b> from a reputable Bank or an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Public Procurement Regulatory Authority (PPRA) in Kenya valid for 30 days beyond the Tender Validity period i.e. 180 days for every lot bid for		4.	Provide a valid copy of Certificate of Confirmation of Directors and Shareholding (CR 12). (Issued within the last 6 Months to Tender Opening Date) or copies of ID cards in case of Sole Proprietors and partnerships		5.	Must submit a duly filled, signed and stamped Confidential Business Questionnaire in format provided		6.	The bid document "Original" and "Copy" must be chronologically serialized and paginated on all pages of the tender documents submitted. The Proposal must be tape bound and not Spiral bound. Spiral bound documents shall be automatically disqualified.		7.	Provide Power of Attorney giving the name of the person who should be signing the bid, authorizing him/her to submit / execute the tender and the resulting agreement as a binding document.		8.	Duly filled, signed and Stamped Self Declaration form that the Tenderer will not engage in any Corrupt or Fraudulent Practice.		9.	Duly filled, signed and stamped Self- Declaration Form that the Tenderer is Not Debarred by PPRA.		10.	Duly filled, signed and stamped Certificate of Independent Proposal Determination		11.	Duly filled, signed and stamped Declaration and Commitment to The Code of Ethics		12.	Duly filled, signed and stamped Technical Proposal Submission Form		13.	Commitment letter that the successful Consultant shall provide or is covered by an indemnity cover equivalent to 2% of the total value of	
No.	Requirements	Bidder's Response																																													
<b>All interested and eligible bidders in all lots must satisfy the following mandatory requirements in addition to the eligibility criteria in accordance with Section 55 of the Public Procurement and Asset Disposal Act 2015 (Revised) 2022 (PPADA)</b>																																															
1.	Attach a copy of valid Tax Compliance Certificate																																														
2.	Provide a copy of a valid Single Business Permit																																														
3.	Provide an Original Tender Security in the amount of <b>Kenya Shillings Five Hundred Thousand Shillings Only (Kshs. 300,000.00)</b> from a reputable Bank or an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Public Procurement Regulatory Authority (PPRA) in Kenya valid for 30 days beyond the Tender Validity period i.e. 180 days for every lot bid for																																														
4.	Provide a valid copy of Certificate of Confirmation of Directors and Shareholding (CR 12). (Issued within the last 6 Months to Tender Opening Date) or copies of ID cards in case of Sole Proprietors and partnerships																																														
5.	Must submit a duly filled, signed and stamped Confidential Business Questionnaire in format provided																																														
6.	The bid document "Original" and "Copy" must be chronologically serialized and paginated on all pages of the tender documents submitted. The Proposal must be tape bound and not Spiral bound. Spiral bound documents shall be automatically disqualified.																																														
7.	Provide Power of Attorney giving the name of the person who should be signing the bid, authorizing him/her to submit / execute the tender and the resulting agreement as a binding document.																																														
8.	Duly filled, signed and Stamped Self Declaration form that the Tenderer will not engage in any Corrupt or Fraudulent Practice.																																														
9.	Duly filled, signed and stamped Self- Declaration Form that the Tenderer is Not Debarred by PPRA.																																														
10.	Duly filled, signed and stamped Certificate of Independent Proposal Determination																																														
11.	Duly filled, signed and stamped Declaration and Commitment to The Code of Ethics																																														
12.	Duly filled, signed and stamped Technical Proposal Submission Form																																														
13.	Commitment letter that the successful Consultant shall provide or is covered by an indemnity cover equivalent to 2% of the total value of																																														

Reference to ITC Clause	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>													
	<table border="1" data-bbox="358 170 1448 210"> <tr> <td data-bbox="358 170 483 210"></td> <td data-bbox="483 170 1284 210">the consultancy.</td> <td data-bbox="1284 170 1448 210"></td> </tr> </table> <p data-bbox="358 241 1485 367"><b>AT THIS STAGE, THE TENDERER'S SUBMISSION WILL EITHER BE RESPONSIVE OR NON-RESPONSIVE. THE NON-RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER.</b></p>			the consultancy.										
	the consultancy.													
22.2	<p data-bbox="358 396 1339 430">The Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals:</p> <table border="1" data-bbox="358 457 1495 1743"> <thead> <tr> <th data-bbox="358 457 467 493">S/NO.</th> <th data-bbox="467 457 1284 493">DESCRIPTION</th> <th data-bbox="1284 457 1495 493">MARKS</th> </tr> </thead> <tbody> <tr> <td data-bbox="358 493 467 1155">1)</td> <td data-bbox="467 493 1284 1155"> <p data-bbox="467 499 1193 598"><b>Specific Experience of the Consultancy Firm Related to the Assignment. Detailed brief to be submitted and shall have the following:</b></p> <p data-bbox="467 598 1284 1144">a. Consulting Firm with 10 years expertise in financial reviews, audit and expertise in strategy consulting, financial strategy, and/or management consulting. – 10 Marks</p> <p data-bbox="467 714 1284 787">b. At least 5 years' working experience and record of accomplishment in consulting services for public sector entities, - 3 Marks</p> <p data-bbox="467 787 1284 850">c. Experience and record of accomplishment in local and international affordable housing development, and issues related. - 3 Marks</p> <p data-bbox="467 850 1284 955">d. Provide three (3) similar assignments, with at least one (1) assignment having been done in the last Ten (10) years (attach contract, award letter or completion certificate). - 3 Marks</p> <p data-bbox="467 955 1284 1092">e. Confirm availability of a multi-disciplinary team of experts with experience in affordable housing and urban development, Impact assessment; statistical analysis, economic analysis and social and environmental safeguards. - 3 Marks</p> <p data-bbox="467 1092 1284 1144">f. Provide commitment that the firm shall embed adequate staff to the Client locally throughout the Consultancy. - 3 Marks</p> </td> <td data-bbox="1284 493 1495 1155">25 Marks</td> </tr> <tr> <td data-bbox="358 1155 467 1596">2)</td> <td data-bbox="467 1155 1284 1596"> <p data-bbox="467 1161 1144 1228"><b>Adequacy of Proposed Methodology, Work plan and staff organization in Responding to the ToR</b></p> <ul data-bbox="467 1228 1284 1585" style="list-style-type: none"> <li data-bbox="467 1228 1284 1302">• Detailed Approach and Methodology for implementing the assignment - 10 Marks</li> <li data-bbox="467 1302 1284 1375">• Demonstrate understanding the scope of work / interpretation of TORs – 6 marks</li> <li data-bbox="467 1375 1284 1522">• Work plan/programme of action incorporating all the activities to be undertaken as per the Terms of Reference with clear time frames for the delivery of each of the requirements (In form of a Gantt Chart) – 2 Marks</li> <li data-bbox="467 1522 1284 1585">• Provide an organization structure and key personnel who will be assigned to the specific assignment – 2 marks</li> </ul> </td> <td data-bbox="1284 1155 1495 1596">20 Marks</td> </tr> <tr> <td data-bbox="358 1596 467 1743">3)</td> <td data-bbox="467 1596 1284 1743"> <p data-bbox="467 1602 1242 1732"><b>Qualifications and Competences of Key Experts proposed for the Assignment (Provide CV's, Certified Academic certificates for the key professional staff. Where NOT provided, No marks will be assigned to the Expert) as follows:</b></p> </td> <td data-bbox="1284 1596 1495 1743">45 Marks</td> </tr> </tbody> </table>		S/NO.	DESCRIPTION	MARKS	1)	<p data-bbox="467 499 1193 598"><b>Specific Experience of the Consultancy Firm Related to the Assignment. Detailed brief to be submitted and shall have the following:</b></p> <p data-bbox="467 598 1284 1144">a. Consulting Firm with 10 years expertise in financial reviews, audit and expertise in strategy consulting, financial strategy, and/or management consulting. – 10 Marks</p> <p data-bbox="467 714 1284 787">b. At least 5 years' working experience and record of accomplishment in consulting services for public sector entities, - 3 Marks</p> <p data-bbox="467 787 1284 850">c. Experience and record of accomplishment in local and international affordable housing development, and issues related. - 3 Marks</p> <p data-bbox="467 850 1284 955">d. Provide three (3) similar assignments, with at least one (1) assignment having been done in the last Ten (10) years (attach contract, award letter or completion certificate). - 3 Marks</p> <p data-bbox="467 955 1284 1092">e. Confirm availability of a multi-disciplinary team of experts with experience in affordable housing and urban development, Impact assessment; statistical analysis, economic analysis and social and environmental safeguards. - 3 Marks</p> <p data-bbox="467 1092 1284 1144">f. Provide commitment that the firm shall embed adequate staff to the Client locally throughout the Consultancy. - 3 Marks</p>	25 Marks	2)	<p data-bbox="467 1161 1144 1228"><b>Adequacy of Proposed Methodology, Work plan and staff organization in Responding to the ToR</b></p> <ul data-bbox="467 1228 1284 1585" style="list-style-type: none"> <li data-bbox="467 1228 1284 1302">• Detailed Approach and Methodology for implementing the assignment - 10 Marks</li> <li data-bbox="467 1302 1284 1375">• Demonstrate understanding the scope of work / interpretation of TORs – 6 marks</li> <li data-bbox="467 1375 1284 1522">• Work plan/programme of action incorporating all the activities to be undertaken as per the Terms of Reference with clear time frames for the delivery of each of the requirements (In form of a Gantt Chart) – 2 Marks</li> <li data-bbox="467 1522 1284 1585">• Provide an organization structure and key personnel who will be assigned to the specific assignment – 2 marks</li> </ul>	20 Marks	3)	<p data-bbox="467 1602 1242 1732"><b>Qualifications and Competences of Key Experts proposed for the Assignment (Provide CV's, Certified Academic certificates for the key professional staff. Where NOT provided, No marks will be assigned to the Expert) as follows:</b></p>	45 Marks
S/NO.	DESCRIPTION	MARKS												
1)	<p data-bbox="467 499 1193 598"><b>Specific Experience of the Consultancy Firm Related to the Assignment. Detailed brief to be submitted and shall have the following:</b></p> <p data-bbox="467 598 1284 1144">a. Consulting Firm with 10 years expertise in financial reviews, audit and expertise in strategy consulting, financial strategy, and/or management consulting. – 10 Marks</p> <p data-bbox="467 714 1284 787">b. At least 5 years' working experience and record of accomplishment in consulting services for public sector entities, - 3 Marks</p> <p data-bbox="467 787 1284 850">c. Experience and record of accomplishment in local and international affordable housing development, and issues related. - 3 Marks</p> <p data-bbox="467 850 1284 955">d. Provide three (3) similar assignments, with at least one (1) assignment having been done in the last Ten (10) years (attach contract, award letter or completion certificate). - 3 Marks</p> <p data-bbox="467 955 1284 1092">e. Confirm availability of a multi-disciplinary team of experts with experience in affordable housing and urban development, Impact assessment; statistical analysis, economic analysis and social and environmental safeguards. - 3 Marks</p> <p data-bbox="467 1092 1284 1144">f. Provide commitment that the firm shall embed adequate staff to the Client locally throughout the Consultancy. - 3 Marks</p>	25 Marks												
2)	<p data-bbox="467 1161 1144 1228"><b>Adequacy of Proposed Methodology, Work plan and staff organization in Responding to the ToR</b></p> <ul data-bbox="467 1228 1284 1585" style="list-style-type: none"> <li data-bbox="467 1228 1284 1302">• Detailed Approach and Methodology for implementing the assignment - 10 Marks</li> <li data-bbox="467 1302 1284 1375">• Demonstrate understanding the scope of work / interpretation of TORs – 6 marks</li> <li data-bbox="467 1375 1284 1522">• Work plan/programme of action incorporating all the activities to be undertaken as per the Terms of Reference with clear time frames for the delivery of each of the requirements (In form of a Gantt Chart) – 2 Marks</li> <li data-bbox="467 1522 1284 1585">• Provide an organization structure and key personnel who will be assigned to the specific assignment – 2 marks</li> </ul>	20 Marks												
3)	<p data-bbox="467 1602 1242 1732"><b>Qualifications and Competences of Key Experts proposed for the Assignment (Provide CV's, Certified Academic certificates for the key professional staff. Where NOT provided, No marks will be assigned to the Expert) as follows:</b></p>	45 Marks												

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS		
	<p><b>Team Leader / Lead Consultant</b></p> <ul style="list-style-type: none"> <li>• Have at least 15 years’ experience, experience in conducting similar assignments and advisory in the Public Sector and in private sector and especially in Public Sector reforms and Public Sector Financial Reporting</li> <li>• Have a Masters degree in Public Policy, Public Policy/Business Administration, Economics, Strategic Management/Planning, Public Administration, And/or Project Management / Masters Science Degree in any other relevant field</li> <li>• Have team leadership experience in major infrastructure projects, housing sector projects, government and development partners projects, at a senior managerial level and having led at least two (2) major similar projects in Kenya</li> <li>• Be a member of relevant professional body in good standing</li> </ul>	6 Marks	
	<p><b>Affordable Housing Expert</b></p> <ul style="list-style-type: none"> <li>• The Affordable Housing Expert has to be a senior technical advisor in a relevant profession (e.g. Architects, Quantity Surveyors, Estate Agent professional, Project Managers, Engineers, Building Surveyors, Construction Managers, Urban Planners, etc.) with at least 10 years’ relevant experience in affordable housing and social housing projects, and experience in advising Government/Public Sector entities.</li> <li>• The Expert should have worked on major infrastructure projects, housing sector projects and development of human settlements, at a senior managerial level, and led at least three (3) major transactions. <ul style="list-style-type: none"> <li>a) The Affordable Housing Expert must also hold the requisite degree(s) for their field of practice as well as practicing license(s) issued by relevant professional bodies.</li> </ul> </li> </ul>	5 Marks	
	<p><b>Financial Modelling Expert</b></p> <ul style="list-style-type: none"> <li>• The Financial Modelling Expert will be a senior advisor with at least 10 years’ experience in providing financial modeling expertise for funding big infrastructural projects. S/he must ne specializing in similar assignments, providing fund structuring and management advisory support for funds and project, at a senior managerial level.</li> <li>• The Expert must hold the requisite degree(s) for their field of practice as well as practicing license(s) issued by relevant professional bodies. CFA added qualification.</li> </ul>	5 Marks	
	<p><b>Funding and Investment and structuring Expert</b></p> <ul style="list-style-type: none"> <li>• Be a senior financial advisor with at least 10 years’ experience in conducting similar assignments with expertise in financing and investments in the infrastructure sector.</li> <li>• Demonstrate experience in providing financial structuring with expertise in capital raising, involvement in arranging off balance sheet transactions, investment strategy, and advisory support for transactions related to major infrastructure projects</li> <li>• Have an advanced degree in Finance and Investments and / or related fields</li> <li>• Demonstrate specific experience in project and infrastructure finance in at least 5 fund raising projects.</li> <li>• Demonstrate specific experience in public private partnerships</li> <li>• Demonstrate experience in portfolio growth and risk management.</li> <li>• Have experience in financial reporting including IFRS and IPSAS</li> <li>• Have experience in financial modeling, financial analysis and forecasting</li> </ul>	5 Marks	
	<p><b>Finance and Investment Analyst</b></p> <ul style="list-style-type: none"> <li>• Have a Bachelor degree, or its equivalent, in economics, finance,</li> </ul>	3 Marks	

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS		
		<p>business administration, or any other relevant subjects.</p> <ul style="list-style-type: none"> <li>Professional qualification in finance and investment with experience over 5 years in investment research and analysis, financing in private investment project and deals structuring.</li> <li>Experience in the financial sector with exposure to infrastructure and investment financial modeling.</li> <li>Strong analytical skills to review and analyze complex financial information. Knowledge and experience in global financial markets including expertise in emerging markets, particularly in Africa</li> <li>Advanced financial, credit and risk evaluation skills</li> </ul>	
		<p><b>Financial Reporting Accountant/Specialist</b></p> <ul style="list-style-type: none"> <li>Be a certified professional accountant with a degree in finance, commerce, accounting, economics or related fields</li> <li>Have a minimum of 10 years' work experience in public financial management including public sector finance, preparing and review of financial statement and reports</li> <li>Have experience and knowledge of the Accrual Accounting, International Public Sector Accounting Standard (IPSAS), and the Government of Kenya financial regulations and procedures.</li> <li>Have knowledge of international accounting and auditing standards and hands-on knowledge in the application of accounting; in auditing and financial reporting systems and software packages;</li> <li>Experience in financial reporting including IFRS and IPSAS</li> <li>Experience in audits and technical support to interpret financial and project management reports</li> </ul>	5 Marks
		<p><b>Accountant</b></p> <ul style="list-style-type: none"> <li>Be a certified professional accountant with a degree in accounting, financial management or related fields</li> <li>Have at least 5 years of experience in financial audits and technical support to prepare and review financial statements.</li> <li>Have ability to interpret financial and project management reports.</li> <li>Have experience in financial reporting including IFRS and IPSAS</li> </ul>	3 Marks
		<p><b>Public policy and Governance expert</b></p> <ul style="list-style-type: none"> <li>Master's degree in public policy, Public Administration, Governance, Political Science, or related field.</li> <li>10 years' experience in public-sector policy formulation or institutional planning.</li> <li>Strong understanding of national planning frameworks (e.g., SDGs, AU Agenda 2063, Vision 2030).</li> <li>Experience facilitating stakeholder consultations and policy alignment.</li> </ul>	3 Marks
		<p><b>Strategic Planning &amp; Organizational Development Expert</b></p> <ul style="list-style-type: none"> <li>Master's degree in strategic management, Organizational Development, Business Administration, or related field.</li> <li>Professional certification in strategy (e.g., Balanced Scorecard, Results-Based Management).</li> <li>5–10 years' experience developing strategic plans for public institutions.</li> </ul> <p>Demonstrated ability to design vision, mission, values, and strategic objectives.</p>	5 Marks
		<p><b>Legal Expert</b></p> <ul style="list-style-type: none"> <li>Be an advocate of the High Court in good standing and with experience in conducting similar assignments, with at least 10 years of experience in providing policy and legal structuring advise for related to the public sector, financial institutions, real estate sector projects, infrastructure and infrastructure related projects, and</li> </ul>	5 Marks

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS																		
		development of human settlements, at a senior managerial level. <ul style="list-style-type: none"> <li>Should have led at least three (3) major policy initiatives and have experience advising Governments and/or Public entities.</li> <li>Have a bachelor degree in law (attach certificate)</li> <li>Provide a practicing license issued by relevant professional bodies (attach certificate)</li> </ul>																	
4)		<b>Transfer of knowledge and training program (relevance of approach and methodology)</b> <ul style="list-style-type: none"> <li>Training program, approach and Methodology</li> <li>Embed training schedule into work plan</li> </ul>	<b>3 Marks</b>																
5)		<b>Participation by Kenyan citizens among proposed Key Experts</b> Participation by Kenyan citizens among proposed Key Experts (any non-Kenyan should attract less 1 mark)	<b>2 Marks</b>																
6)		<b>Financial Capacity</b> <ol style="list-style-type: none"> <li>Certified reference letter from bidders' primary bank confirming in good standing.</li> <li>Turnover of an average of KES 20,000,000.00 average over last three years</li> <li>Liquid ratio of at least 1:1</li> </ol> NB: Provide auditors certificate for the audited accounts for the company for the last three years giving liquidity ratio, rate of turnover, the working capital ratio, current ratio and the profit margin. DO NOT PROVIDE THE AUDITED ACCOUNTS	<b>5 Marks</b>																
		<b>Total marks</b> <ul style="list-style-type: none"> <li>The minimum technical score (St) required to pass is: 85%</li> <li>Consultancy firm must score 85% and above to be recommended to be considered for financial evaluation.</li> <li>Consultancy firm which scores less than 85% will be disqualified from further evaluation.</li> </ul> THE BIDDER WITH THE HIGHEST COMBINED TECHNICAL AND FINANCIAL SCORE WILL BE RECOMMENDED FOR THE NEXT STAGE OF THE PROCUREMENT PROCESS	<b>100 MARKS</b>																
<p>The total points are as summarized below;</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; width: 20%;">Points</th> </tr> </thead> <tbody> <tr> <td>(i) Specific Experience of the Consultancy Firm Related to the Assignment</td> <td style="text-align: right;">18 Marks</td> </tr> <tr> <td>(ii) Adequacy of Proposed Work plan and Methodology in Responding to the Terms of Reference (ToR)</td> <td style="text-align: right;">20 Marks</td> </tr> <tr> <td>(iii) Qualifications and Competences of the Key Staff Proposed for the Assignment</td> <td style="text-align: right;">48 Marks</td> </tr> <tr> <td>(iv) Transfer of knowledge and training program (relevance of approach and methodology</td> <td style="text-align: right;">4 Marks</td> </tr> <tr> <td>(v) Participation by Kenyan citizens among proposed Key Experts</td> <td style="text-align: right;">2 Marks</td> </tr> <tr> <td>(iv) Financial Capacity</td> <td style="text-align: right;">8 Marks</td> </tr> <tr> <td style="text-align: center;"><b>Total</b></td> <td style="text-align: right;"><b>100</b></td> </tr> </tbody> </table> <p>The minimum technical score (St) required to pass is: <u>85%</u></p> <ul style="list-style-type: none"> <li>Consultancy firm must score 85% and above to be recommended to be considered for financial evaluation.</li> <li>Consultancy firm which scores less than 85% will be disqualified from further r evaluation.</li> </ul>					Points	(i) Specific Experience of the Consultancy Firm Related to the Assignment	18 Marks	(ii) Adequacy of Proposed Work plan and Methodology in Responding to the Terms of Reference (ToR)	20 Marks	(iii) Qualifications and Competences of the Key Staff Proposed for the Assignment	48 Marks	(iv) Transfer of knowledge and training program (relevance of approach and methodology	4 Marks	(v) Participation by Kenyan citizens among proposed Key Experts	2 Marks	(iv) Financial Capacity	8 Marks	<b>Total</b>	<b>100</b>
	Points																		
(i) Specific Experience of the Consultancy Firm Related to the Assignment	18 Marks																		
(ii) Adequacy of Proposed Work plan and Methodology in Responding to the Terms of Reference (ToR)	20 Marks																		
(iii) Qualifications and Competences of the Key Staff Proposed for the Assignment	48 Marks																		
(iv) Transfer of knowledge and training program (relevance of approach and methodology	4 Marks																		
(v) Participation by Kenyan citizens among proposed Key Experts	2 Marks																		
(iv) Financial Capacity	8 Marks																		
<b>Total</b>	<b>100</b>																		

Reference to ITC Clause	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
	<b>THE CONSULTANTS WHO WILL BE FOUND RESPONSIVE IN THE TECHNICAL EVALUATION STAGE, WILL PROCEED TO THE FINANCIAL OPENING AND EVALUATION STAGE</b>
	<p><b>Financial Evaluation (Mandatory) – to be attached in the Financial Proposals Consultants will be evaluated on a (YES/NO) basis in this stage</b></p> <ul style="list-style-type: none"> <li>i) Attach a Duly filled, signed and Stamped Financial Proposal Submission Form</li> <li>ii) The bid document (Financial Proposals) “Original” must be sequentially paginated / serialized.</li> </ul> <p>Tenderers that <b>score 80 % and above</b> under Technical Evaluation <b>FOR THE SELECTED LOT</b> will have their financial bids open for evaluation. Financial Evaluation shall involve checking completeness of the financial bids and calculating the financial score.</p> <p><b>THE BIDDER WITH THE HIGHEST COMBINED TECHNICAL AND FINANCIAL SCORE WILL BE RECOMMENDED FOR THE NEXT STAGE OF THE PROCUREMENT PROCESS</b></p>
23.4	<p>Consultants will be allowed sufficient time to decide to attend the opening of the financial proposals and shall be no less than one (1) Business Day from the date of notification of the results of the technical evaluation.</p> <p>No online option of the opening of the Financial Proposals is offered.</p> <p>An online option of the opening of the Financial Proposals is offered: <b>No</b></p>
25.2	<p>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.</p> <p>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.</p>
26.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: <b>Kenya Shillings</b></p> <p>The official source of the selling exchange rate is: <u>Central Bank of Kenya</u></p> <p>The date of the exchange rate is: the <b>deadline for submission of the Technical and Financial proposals.</b></p>
29.1 (QCBS only)	<p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p><math>Sf = 100 \times Fm / F</math>, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p><b>T = 0.80</b> and <b>P = 0.20</b></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: <math>S = St \times T\% + Sf \times P\%</math>.</p>
31	<p>The Standstill Period shall be: <b>14 days</b></p> <p>The procedures for making a procurement related complaint are detailed in the Public Procurement and Asset Disposal Act, 2015 and Regulations, 2020. If a Consultant wishes to make a procurement related</p>

<b>Reference to ITC Clause</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
	complaint or appeal, the Consultant shall submit its complaint to the Public Procurement Administrative Review Board.
<b>D. Negotiations and Award</b>	
32.1	Expected date and address for contract negotiations: <b>To Be Determined</b> Date: To communicate to the technically qualified bidders Address: Prism Tower, 23 <sup>rd</sup> floor, 3 <sup>rd</sup> Ngong Avenue P. O Box 27512 - - 00100 Nairobi, Kenya
35.2	Expected date for the commencement of the Services: Date: <i>Upon contract signing</i>
36.1	The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as follows: The publication will be done within 14 days after the contract signing
37.1	The procedures for making a Procurement-related Complaints are detailed in the “Regulations” available from the PPRA Website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a> or email <a href="mailto:complaints@ppra.go.ke">complaints@ppra.go.ke</a> . 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: <b>The Secretary,</b> Public Procurement Administrative Review Board, The Public Procurement Oversight Authority, 10th Floor, National Bank House, P.O. Box 58583-00200, NAIROBI, Kenya. Tel: +254 (0) 20 3244000 Email: <a href="mailto:info@ppra.go.ke">info@ppra.go.ke</a> <b>Website: <a href="http://www.ppoa.go.ke">www.ppoa.go.ke</a></b>  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.

### Stage 3. Financial Evaluation

Tenderers that **score 80 % and above** under Technical Evaluation **FOR THE SELECTED LOT** will have their financial bids open for evaluation. Financial Evaluation shall involve checking completeness of the financial bids and calculating the financial score.

### Stage 4: Combining Technical and Financial score FOR EACH LOT

The total combined score will be calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet as given below:

The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100.

The formula for determining the financial scores (Sf) of all other Proposals will be 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 = 0.8, and P =

0.2

Proposals will then 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) as following:  $S = St \times T\% + Sf \times P\%$ .

The bidder attaining the highest combined technical and financial score will be invited for negotiation.

### **Recommendation of Award**

The consultant with the highest combined technical and financial score FOR THE SELECTED LOT will be recommended for consideration of award.

## SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS

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

{Location, Date}

To: *[Name and address of Procuring Entity]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your RFP dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

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

OR

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

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Entity or may be sanctioned by the PPRA.
- b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- c) We have no conflict of interest in accordance with ITC 3.
- d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Government's policy in regard to corrupt, fraudulent and prohibited practices as per ITC5.
- e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, as well as laws against anti-competitive practices, including bid rigging in force in Kenya; we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption or anti-competitive practices.
- f) We confirm that we are not insolvent, in receivership, bankrupt or on the process of being wound up.
- g) The Consultant shall declare in the Technical Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid-rigging.
- h) We are not guilty of any serious violation of fair employment laws and practices. We undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against collusive and anti-competitive

practices, including bid rigging. To this effect we have signed the “Certificate of Independent Proposal Determination” attached below. We also undertake to adhere by the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya, copy available from(*specify website*) during the procurement process and the execution of any resulting contract.

- (l) We, along with any of our sub-consultants are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA.
- (e) Except as stated in the ITC12 and Data Sheet, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause12 andITCClause29.3 and 29.4 may lead to the termination of Contract negotiations.
- (j) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (k) We understand that the Procuring Entity is not bound to accept any Proposal that it receives.

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

We remain,

Yours sincerely,

Authorized Signature *{In full and initials}*: Name and Title of Signatory:  
Name of Consultant (*company's name or JV's name*):  
Contact information (*phone and e-mail*):

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

2 CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying TECHNICAL PROPOSAL SUBMISSION FORM to the \_\_\_\_\_  
\_\_\_\_\_ [Name of Procuring Entity] for: \_\_\_\_\_ [Name and number of tender] in response to the request for tenders made  
by: \_\_\_\_\_ [Name of Tenderer] do hereby make the following statements that I certify to be true and complete in  
every respect:

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

1. I have read and I understand the contents of this Certificate; I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - Has been requested to submit a Tender in response to this request for tenders;
  - could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
  - The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs(5)(a) or (5) (b)above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - prices;
  - methods, factors or formulas used to calculate prices;
  - the intention or decision to submit, or not to submit, a proposal; or
  - the submission of a proposal which does not meet the specifications of the request for proposals; except as specifically disclosed pursuant to paragraph(5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this RFP relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph(5)(b) above;
8. The terms of the RFP have not been, and will not be, knowingly disclosed by the Consultant, directly or indirectly, to any competitor, prior to the date and time of the official proposed opening, or of the awarding of the Contract, which ever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph(5)(b) above.

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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

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

*(Appendix shall not be modified)*

Purpose

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

Requirements

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

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

- (1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- (2) A person referred to under sub section (1) who contravenes the provisions of that sub-section commits an offence;
- (3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
  - a) disqualified from entering into a contract for a procurement or asset disposal proceeding;
  - b) if a contract has already been entered into with the person, the contract shall be avoidable;
- (4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- (5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement—
  - i) Shall not take part in the procurement proceedings;
  - ii) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
  - iii) Shall not be a sub-contractor for the tender to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the sub-contractor appointed shall meet all the requirements of this Act.
- (6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- (7) If a person contravenes sub section (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer.
- (8) Incompliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:
  - a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
    - i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
    - ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly Or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an

- obligation;
- iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v) “obstructive practice” is:
    - i) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - ii) Acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- "Fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal or award<sup>1</sup> of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
  - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
  - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect<sup>2</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
  - f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

---

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

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

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

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

A - Consultant's Organization

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

B - Consultant's Experience

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

<b>Assignment name:</b>	<b>Approx. value of the contract [KES, US\$ etc.]:</b>
Country:	Duration of assignment (months):
Name of Procuring Entity:	Total N° of staff-months of the assignment:
Contact Address: Email:	Approx. value of the services provided by your firm under the contract:
Start date (month/year): Completion date:	N° of professional staff-months provided by associated Consultants:
Role on Assignment: (E.g. <i>Lead Member in ABC JV, or Sole Consultant</i> ):	Name of senior professional staff of your firm involved and functions performed:
Narrative description of Assignment:	
Description of actual services provided by your staff within the assignment:	
Name of Consulting Firm:	Name and Title of Signatory:

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

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

A - On the Terms of Reference

*{Improvements to the Terms of Reference, if any}*

B - On Counterpart Staff and Facilities

*{Include comments on counterpart staff and facilities to be provided by the Procuring Entity. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}*

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

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

{The structure of your Technical Proposal:

a) Technical Approach and Methodology

b) Work Plan

c) Organization and Staffing}

i) Technical Approach and Methodology. *{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TOR sin here.}*

ii) Work Plan. *{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of their ports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}*

iii) Organization and Staffing. *{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}*

5 FORM TECH-5: WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables <sup>1</sup> (D-..)	Months											
		1	2	3	4	5	6	7	8	9	....	n	TOTAL
D-1	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5) .....												
	6) delivery of final report to Procuring Entity}												
D-2	{e.g., Deliverable #2:.....}												
N													

1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Procuring Entity's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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

6. FORMT ECH- 6A: TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

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

- 1.For Key Experts, the input should be indicated individually for the same positions as required under the ITC Data Sheet 21.2
- 2.Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3“Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in Kenya, or outside the normal residence of the Expert in Kenya or any other country outside the expert’s country of residence.

 Full time input     
  Part time input

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

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

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

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

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

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

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

Adequacy for the Assignment:

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

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

phone.....)

Certification:

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

Name of Expert \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
{day / month/year}

Name of authorized \_\_\_\_\_ Signature. \_\_\_\_\_ Date \_\_\_\_\_

Representative of the Consultant (the same who signs the Proposal

## 8. FORMTECH-7: MANDATORY SUPPORT DOCUMENTS

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

a) Certificate of Incorporation/Certificate of Registration

*{Insert here a copy of certificate of incorporation or registration}*

b) Tax Compliance Certificate

*{Consultant to insert a copy of the tax compliance certificate from Kenya Revenue Authority or similar body in the case of foreign consulting firms}*

c) Practice License or Certificate for the Firm

*{If required, Consultant to insert a copy of the firm's practice license or registration certificate issued by the professional body specified under Data Sheet ITC 21.1}*

d) Similar Consulting Assignments Experience

*{Consultant to insert here copies of the form of contract, purchase order, service order, and performance certificate or similar evidence of similar assignments carried out by the firm. The assignments shall be the same as those provided under FORM TECH 2B}*

e) Academic Certificates

*{Consultant to insert copies of the required relevant academic certificates relevant to the assignment for all the key experts}*

f) Professional Certificates

*{Consultant to insert copies of professional certificates and relevant short-term trainings to demonstrate professional qualifications for all the key experts}*

g) Professional Membership of Key Experts

*{If applicable, Consultant to insert copies of professional membership certificate for its key experts}*

h) Certificate of Independent Proposal Determination

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

9. FORM TECH - 8: SELF-DECLARATION FORMS

FORM SD1

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

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

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

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

Bidder Official Stamp

10. FORM SD2

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 herein above is true to the best of my knowledge information and belief.

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

Bidder Official Stamp

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

I ..... (person) on behalf of (*Name of the Business/ Company/Firm*) ..... declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act,2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya and my responsibilities under the Code.

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

Name of Authorized signatory.....

Sign.....

Position.....

Office address..... Telephone..... E-mail .....

Name of the Firm/Company.....

Date.....

*(Company Seal/ Rubber Stamp where applicable)*

Witness

Name .....

Sign.....

Date.....

**12. TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE**

**Instruction to Tenderer**

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*.  
Tenderer is further reminded that it is an offence to give false information on this Form.

**a) Tenderer's details**

	<b>ITEM</b>	<b>DESCRIPTION</b>
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name of contact person. 8. Email 9. Tel
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of state which stock exchange	

**General and Specific Details**

**a) Sole Proprietor**, provide the following details.

Name in full \_\_\_\_\_ Age \_\_\_\_\_  
Nationality \_\_\_\_\_ Country of Origin \_\_\_\_\_  
Citizenship \_\_\_\_\_

**b) Partnership**, provide the following details

	<b>Names of Partners</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
1				
2				
3				

c) **Registered Company**, provide the following details.

- i) Private or public Company  
State the nominal and issued capital of the Company: -

Nominal Kenya Shillings (Equivalent) \_\_\_\_\_

Issued Kenya Shillings (Equivalent) \_\_\_\_\_

- ii) Give details of Directors as follows.

	<b>Names of Director</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
1				
2				
3				

d) **DISCLOSURE OF INTEREST**-Interest of the Firm in the Procuring Entity.

- i) Are there any person/persons in.....(*Name of Procuring Entity*) who has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	<b>Names of Person</b>	<b>Designation in the Procuring Entity</b>	<b>Interest or Relationship with Tenderer</b>
1			
2			
3			

e) **Conflict of interest disclosure**

	<b>Type of Conflict</b>	<b>Disclosure YES OR NO</b>	<b>If YES provide details of the relationship with Tenderer</b>
1	Tenderer is directly or indirectly controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tenderer has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

**f) Certification**

Name of Authorized signatory.....

Sign.....

Position.....

Office address..... Telephone.....

E-mail .....

Name of the Firm/Company.....

Date.....

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

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

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

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

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

I/We, the undersigned, declare that:

- I / We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
- I /We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser or the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation (s) under the bid conditions, because we—(a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.

3. I / We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer (s), upon the earlier of:
  - a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
  - b) Thirty days after the expiration of our Tender.
  
4. I/We understand that if I am /we are/in a Joint Venture/consortium, the Tender Securing Declaration must be in the name of the Joint Venture/consortium that submits the bid, and the Joint Venture/consortium 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

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

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

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

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

FIN-3 Breakdown of Remuneration FIN-4 Reimbursable expenses

14. FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

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

Dear Sirs:

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

Our attached Financial Proposal is for the amount of..... {Indicate the corresponding to the amount currency} {Insert amounts in words and figures}, including of all taxes in accordance with ITC24.2 in the Data Sheet. The estimated amount of local taxes is..... {Insert currency} {Insert amount in words and figures}.  
{Please note that all amounts shall be the same as in Form FIN-2}.

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

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

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

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

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

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

Signature..... (of Consultant's authorized representative) {In full and initials}: Full name: .....  
{insert full name of authorized representative} Title: ..... {insert title/ position of authorized representative}  
Name of Consultant..... (company's name or JV's name): Capacity: ..... {insert the person's capacity to sign for the Consultant} Physical Address: ..... {insert the authorized representative's address}  
Phone: ..... {insert the authorized representative's phone and fax number, if applicable} Email: ..... {insert the authorized representative's email address}

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

15. FORM FIN-2: SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet; delete columns which are not used}			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or}
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursables				
Subtotal [Remuneration + Reimbursables]				
Taxes:				
{insert type of tax: e.g., VAT or sales tax}				
{e.g., withholding tax on experts' remuneration}				
{insert type of tax}				
Total Taxes				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				

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

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

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

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

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

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

We hereby confirm that:

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

..... [Name of Consultant]

Signature of Authorized Representative

Name: .....

Title: .....

Date: .....

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

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

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

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

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

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

**19. FORM FIN 3D: BREAKDOWN OF REMUNERATION RATES [FOR TIME BASED CONTRACTS ONLY]**

**1. Review of Remuneration Rates**

- 1.1 The remuneration rates are made up of salary or abase fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. Form FIN3 C can be used to provide a breakdown of rates.
- 1.2 The Form FIN 3C shall be completed and attached to the Financial Form-3. As agreed at the negotiations, breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3 At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Procuring Entity is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.

**2 Rate details are discussed below:**

- (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus, except where these are included by law or government regulations.
- (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
- (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
- (iv) Cost of Leave The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave} \times 100}{[365 - w - \text{ph} - v - s]}$$

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Procuring Entity is not charged for the leave taken.

- (v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years over heads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Procuring Entity does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw over heads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

**20. FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES**

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

B. Reimbursable Expenses _____								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	{e.g., Per diem allowances**}	{Day}						
	{e.g., International flights}	{Ticket}						
	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}							
	{e.g., reproduction of reports}							
	{e.g., Office rent}							
	.....							
	{Training of the Procuring Entity's personnel – if required in TOR}							
Total Costs								

Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Procuring Entity can set up a ceiling.

## SECTION 5. TERMS OF REFERENCE (TOR)

### TERMS OF REFERENCE FOR THE CONSULTANCY SERVICES FOR TECHNICAL ASSISTANCE ON FUNDING, INVESTMENT AND FINANCIAL REPORTING OF THE AFFORDABLE HOUSING PROGRAMME AS WELL AS PREPARATION OF THE STRATEGIC PLAN AND OTHER POLICIES FOR THE AFFORDABLE HOUSING BOARD

#### 1. Background

The Government of Kenya has committed to deliver decent and affordable housing as key pillar of the of the “Bottom-Up Economic Transformation Agenda (BETA) 2022-2027” through the Affordable housing programmed. Through this programme, the Government aims to deliver 1,000,000 houses (i.e., 200,000 units per year). This is expected to increase the percentage of affordable housing from 2% to 50% and increase the number of mortgages to 1,000,000. Further, the Affordable Housing Act, enacted in 2024 provides a legal framework for the continued implementation of the Affordable Housing Programme. The Act established the Affordable Housing Fund, and the Affordable Housing Board (AHB) as a body corporate to manage and safeguard the Fund - and introduced the Affordable Housing Levy among other sources of income. The Fund was established to provide funds for the design, development and maintenance of affordable housing, institutional housing and associated social and physical infrastructure.

The Affordable Housing Board has developed a Transition and Institutionalization Strategy to guide implementation and operationalization of the Affordable Housing Programme (AHP) including housing investment projects aimed at delivery of 1,000,000 affordable housing units in five years. The Strategy requires the Board to works closely with the Implementing Agencies and other key stakeholders to ensures timely delivery of the AHP. AHB is also required to comply with provisions of the PFM Act, 2012. The Accounting Officer of the Affordable Housing Board is responsible for the accuracy and fair presentation of the financial statements and the underlying books of accounts. It is for this reason that the Affordable Housing Board requires additional services for the review of financial statement, technical support in audit processes as well as technical assistance in the implementation of the funding and investment related to AHP. To guide and monitor the implementation of its programmes, AHB also requires services of a consultant to prepare a five-year strategic plan in line with government guidelines.

#### 2. Objectives of the assignment

- a. Provide Technical Support to the AHB in the implementation of the Finance and Investment Strategy, particularly, its funding and investment towards the AHP.
- b. Provide Technical Support in the review and preparation of the financial statements of the Affordable Housing Board for FY 2025 / 2026 and the Fund in Accordance with Accrual Accounting and International Public Sector Accounting Standard (IPSAS) as adopted by the Government of Kenya;
- c. Provide technical assistance in the Audit Process by the OAG and subsequently provide technical assistance in setting up a robust financial reporting system for adequacy of financial reporting in subsequent financial year; and
- d. Facilitate the development of a new Corporate Strategic Plan through a participatory process involving the secretariat staff, Board of Directors, strategic partners and key stakeholders. The consultant will be expected to develop methodologies and instruments to be used in guiding the Strategic Plan development process.

#### LOT 1: TECHNICAL ASSISTANCE ON FUNDING, INVESTMENT AND FINANCIAL REPORTING OF THE AFFORDABLE HOUSING PROGRAMME

##### a) Technical support on the implementation of finance and investment strategy of AHP

- (i) Supporting the development of detailed budgets and financial forecasts to guide resource allocation, and enhance decision-making processes.
- (ii) Supporting in preparing comprehensive annual work plans, operational plans, and strategic frameworks that align with AHB’s financial and investment strategy.
- (iii) Supporting the AHB’s Transaction Advisor and other Financial Advisors in understanding the Board’s Financial Model and the Five- year Investment Programme in order to fast-track their understanding of AHB financing needs and turnaround the fundraising.
- (iv) Providing technical Support on strategic cooperation and partnerships between the AHB and financial institutions/ Strategic Investors to promote sustainable funding and investment initiatives.

- (v) Providing technical input into the existing and proposed investment proposals, pitch decks, investor engagement and fundraising strategies. This will include reviewing cost structures, feasibility, viability and risk assessment of proposed projects and advising the Board accordingly.
- (vi) Delivering targeted capacity building and technical support to strengthen AHB internal capabilities in managing finance and investment components.
- (vii) Evaluating and recommending investment and financing strategy options tailored to AHB's operational needs, including support for decision-making, project prioritization, and approval processes based on the existing strategic framework.
- (viii) Supporting the Board in engaging with AHP implementing agencies including advising the Board on mechanisms of recouping back from assets funded by the Board.
- (ix) Developing and guiding implementation of performance monitoring frameworks to track the effectiveness of financial and investment strategies.
- (x) Providing technical assistance to the AHB in working with Kenya Revenue Authority (KRA) on how to improve and enhance compliance and maximise annual levy contribution.

## **b) Review of Financial Statements**

The Consultants will work together with the Accounting Officer and Financial Reporting team of the AHB to review the financial statements. The reviewed Financial Statements shall be presented to the AHB Board of Directors for adoption. Specifically, the scope of work will include:

- (i) Reviewing financial statements for accuracy and completeness. This shall include review of income statements, balance sheets, and cash flow statements for the period to 30<sup>th</sup> June 2026.
  - a. Statement of Financial position
  - b. Statement of financial performance
  - c. Cashflow statement
  - d. Statement of changes in net assets
  - e. Statement of comparison of budget and actual amounts
- (ii) Ensuring proper recording of transactions and balances, and compliance with accounting standards
- (iii) Ensure the financial statements are prepared, in all material respects, in accordance with the applicable financial template provided by PSASB and framework provided by the Accounting Standards Board and the National Treasury Accounting Guidelines
- (iv) Advise the Board in the implementation of the IPSAS adopted by the government of Kenya for Public sector entities Financial Reporting.
- (v) Support the Board to ensure proper books of accounts and functional financial reporting system are maintained and the financial statements give a true and fair view of the financial position of the AHB.
- (vi) Audit readiness support including assisting the accounting team in preparing for and managing the external audit process by the Auditor General; including ensuring that all required documentation and records are in order and assist in responding to audit matters that arise during audit.
- (vii) Support in setting up proper financial reporting strategy and opening balances for the subsequent financial year including maintenance of proper underlying records and books of accounts for the subsequent year.

## **PREPARATION OF THE STRATEGIC PLAN AND OTHER POLICIES FOR THE AFFORDABLE HOUSING BOARD**

### **c). Preparation of the Corporate Strategic Plan**

To guide the implementation of the above-stated functions of the Fund, the Board intends to develop its first Strategic Plan for the period 2026-2030 to guide its operations in line with its mandate, as provided for in the enabling legislation.

The development of the Strategic Plan will be carried out through a consultative and participatory process involving both internal and external stakeholders. It will include a detailed literature review of available reports and focused discussions with key actors both in Government and private sector. In order to align with government guidelines and best industry practices on Strategic Plan development and given the current Board internal capacity, the Board deems it fit to seek the services of an external expert/consultant in developing its first Strategic Plan.

The main objective of the consultancy is to guide and provide consultancy services for the development of a corporate Strategic Plan through a participatory process involving the secretariat staff, Board of Directors,

strategic partners and key stakeholders. The consultant will be expected to develop methodologies and instruments to be used in guiding the Strategic Plan development process.

The consultant shall guide the Board in the following;

1. Developing a comprehensive inception report demonstrating your understanding of the assignment and describing the approach and methodology to be employed.
2. Developing a comprehensive work programme, data collection tools and templates.
3. Defining the Vision, Mission, strategic areas and objectives; including priority focus areas for the strategic period.
4. Situational context: through a SWOT, PEST and other relevant analyses.
5. Sustainability plan; including proposals for effective financial and Human resource strategies.
6. Stakeholder mapping and identification of relevant strategies of engagement to advance the Board's stated objectives.
7. Monitoring and reporting framework to enable effective tracking of the strategic plan and costing of the plan.
8. Collecting and documenting relevant information to be used in the development of a new Strategic Plan through analysis of the internal and external environment.
9. Planning and facilitating workshops with Board of Directors, secretariat staff and other key stakeholders to prioritize future strategic direction for the Board.
10. Synthesizing the results and identifying strategic goals and opportunities using up-to-date information, and communication technology.
11. Drafting and finalizing a 5-year Strategic Plan for the Board.

The scope and focus of the assignment is to provide technical expertise and strategic facilitative support to enable development of a new Strategic Plan.

The consultant shall: -

1. Coordinate meaningful engagement of the Affordable Housing Board and key stakeholders;
2. Review relevant Board's documents including Acts, Regulations, policies, work programmes, memorandum and other implementation reports;
3. Design relevant data collection tools and methodologies;
4. Development/review of the Board's vision, mission, core values and strategic objectives;
5. Identify clear strategic direction that will guide the Board's operations in the new plan period;
6. Formulate strategies that will guide implementation of the identified strategic goals;
7. Propose the optimal resource requirements including human capital and financial resources necessary for effective execution of the planned strategies and meeting the set objectives;
8. Development of performance measurement, risk, monitoring and evaluation frameworks;
9. Consolidate data and finalize preparation of the new strategic framework document.
10. Hold stakeholder validation/review workshop and incorporate feedback.
11. Finalize and present the Plan to the Board for adoption.

The consultant is expected to develop a suitable methodology for the strategic planning process. In particular, the Strategic Plan development process should be conducted in a consultative, participatory and results-based approach. The consultant is expected to serve as a facilitator, providing technical input, sound advice in strategic planning, challenge assumptions and lead participations towards development of a comprehensive results framework.

### **3. Duration and location of the assignment for the technical assistance**

The expected consultancy duration is one year.

### **4. Reporting requirements and timelines for the deliverables**

The consultant will on day-to-day basis report to the Chief Executive Officer (CEO) through the assigned representative while the final reports shall be submitted to the Chief Executive Officer.

The Consultant shall be responsible for providing services in line with the ToRs. The deliverables for this assignment are monthly and quarterly progress reports and one annual report for the technical support provided to the Board. The following deliverables will be expected from the Consultant:

## 5. Deliverables schedule

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

No.	Activity	Required Deliverable	Format of Presentation	Days
1.	Kick-off	Formal meeting	Discussion	Day 1
2.	Inception report	Formal Presentation on: <ul style="list-style-type: none"> <li>Approach and methodology and understanding of the assignment.</li> <li>Work plan schedule for development of Strategic Plan</li> <li>Data collection tools and templates</li> </ul>	Both hard and soft copies (Ms Word and pdf)	2 weeks
3.	Stakeholders workshop	Stakeholder engagement on initial report	<ul style="list-style-type: none"> <li>Ms PowerPoint presentation</li> <li>Focus Groups Discussion</li> </ul>	1 <sup>st</sup> Month after Inception Report
4.	Draft 5-year Strategic Plan	Draft Report	Both hard and soft copies (Ms Word and Pdf)	2 <sup>nd</sup> Month after Inception Report
5.	Validation/Review workshop(s)	Formal meeting with key stakeholders	Ms PowerPoint presentation	3 <sup>rd</sup> Month after Inception Report
6.	Final Strategic Plan document	<ul style="list-style-type: none"> <li>Final document with key contents such as Preliminaries, Background, Introduction, Situation Analysis, Strategic Model, Implementation and Coordination Framework, Performance, Monitoring &amp; Evaluation, Learning, Framework, Risk Management, Framework and Annexures</li> </ul>	Both hard and soft copies (Ms Word and pdf)	4 <sup>th</sup> Month after Inception Report
7.	Abridged version of Strategic Plan	Report	Both hard and soft copies (Ms Word and Pdf)	5 <sup>th</sup> Month after Inception Report
8.	Quarterly Reports	Quarterly – Q1, Q2 and Q3	Both hard and soft copies (Ms Word and Pdf)	3 <sup>rd</sup> Month 6 <sup>th</sup> Month 9 <sup>th</sup> Month
9.	Annual Report	Annual/ End of the project	Both hard and soft copies (Ms Word and Pdf)	End of 12 months

## 6. Minimum requirements for Consultant's qualifications and experience

The Consultant should have the following minimum qualifications and experience:

- Consulting Firm with 10 years expertise in financial reviews, audit and expertise in strategy consulting, financial strategy, and/or management consulting.
- At least 10 years' general demonstrable working experience in consulting services for public sector entity.

- c. Local and International Experience in the urban development sector, affordable housing development, and issues related.
- d. Worked on three (3) similar assignments, with at least one (1) assignment in the last ten (10) years which must be Affordable Housing Strategy Development, Implementation support.
- e. Knowledge and experience working with the public sector and large private sector organizations.
- f. Availability of a multi-disciplinary team of experts with experience in affordable housing sector, public sector financial reporting, IFRS, finance and investment, strategic planning, Audit, public sector policy as per the team profile provided below.
- g. Willingness and ability to commit senior level involvement throughout the Consultancy period.
- h. Ability to provide and embed adequate staff to the Client locally throughout the Consultancy.
- i. At least 5 years' relevant experience in governance, research, strategy/policy development, project management and/or monitoring and evaluation).
- j. Experience in quantitative/qualitative data analysis.
- k. Experience in strategy review, formulation and implementation.
- l.

## 7. Qualifications and Competences of Key Experts proposed for the Assignment

Position	Qualifications And Experience
1. Team Leader / Lead Consultant	<p>The lead consultant must:</p> <ul style="list-style-type: none"> <li>• Have at least 15 years' experience, experience in conducting similar assignments and advisory in the Public Sector and in private sector and especially in Public Sector reforms and Public Sector Financial Reporting</li> <li>• Have a Masters degree in Public Policy, Public Policy/Business Administration, Economics, Strategic Management/Planning, Public Administration, And/or Project Management / Masters Science Degree in any other relevant field</li> <li>• Have team leadership experience in major infrastructure projects, housing sector projects, government and development partners projects, at a senior managerial level and having led at least two (2) major similar projects in Kenya</li> <li>• Be a member of relevant professional body in good standing</li> </ul>
2. Affordable Housing Expert	<ul style="list-style-type: none"> <li>• The Affordable Housing Expert has to be a senior technical advisor in a relevant profession (e.g. Architects, Quantity Surveyors, Estate Agent professional, Project Managers, Engineers, Building Surveyors, Construction Managers, Urban Planners, etc.) with at least 10 years' relevant experience in affordable housing and social housing projects, and experience in advising Government/Public Sector entities.</li> <li>• The Expert should have worked on major infrastructure projects, housing sector projects and development of human settlements, at a senior managerial level, and led at least three (3) major transactions.</li> <li>• The Affordable Housing Expert must also hold the requisite degree(s) for their field of practice as well as practicing license(s) issued by relevant professional bodies.</li> </ul>
3. Financial Modelling Expert	<ul style="list-style-type: none"> <li>• The Financial Modelling Expert will be a senior advisor with at least 10 years' experience in providing financial modeling expertise for funding big infrastructural projects. S/he must be specializing in similar assignments, providing fund structuring and management advisory support for funds and project, at a senior managerial level.</li> <li>• The Expert must hold the requisite degree(s) for their field of practice as well as practicing license(s) issued by relevant professional bodies. CFA added qualification.</li> </ul>
4. Funding and Investment and structuring Expert	<p>The consultant must:</p> <ul style="list-style-type: none"> <li>• Be a senior financial advisor with at least 10 years' experience in conducting similar assignments with expertise in financing and investments in the infrastructure sector.</li> <li>• Demonstrate experience in providing financial structuring with expertise in capital raising, involvement in arranging off balance sheet transactions, investment strategy, and advisory support for transactions related to major infrastructure projects</li> </ul>

Position	Qualifications And Experience
	<ul style="list-style-type: none"> <li>• Have an advanced degree in Finance and Investments and / or related fields</li> <li>• Demonstrate specific experience in project and infrastructure finance in atleast 5 fund raising projects.</li> <li>• Demonstrate specific experience in public private partnerships</li> <li>• Demonstrate experience in portfolio growth and risk management.</li> <li>• Have experience in financial reporting including IFRS and IPSAS</li> <li>• Have experience in financial modeling, financial analysis and forecasting</li> </ul>
5. Finance and Investment Analyst	<p>The consultant must have:</p> <ul style="list-style-type: none"> <li>• Have a Bachelor degree, or its equivalent, in economics, finance, business administration, or any other relevant subjects.</li> <li>• Professional qualification in finance and investment with experience over 5 years in investment research and analysis, financing in private investment project and deals structuring.</li> <li>• Experience in the financial sector with exposure to infrastructure and investment financial modeling.</li> <li>• Strong analytical skills to review and analyze complex financial information. Knowledge and experience in global financial markets including expertise in emerging markets, particularly in Africa</li> <li>• Advanced financial, credit and risk evaluation skills</li> </ul>
6. Financial Reporting Specialist	<p>The consultant must:</p> <ul style="list-style-type: none"> <li>• Be a certified professional accountant with a degree in finance, commerce, accounting, economics or related fields</li> <li>• Have a minimum of 10 years’ work experience in public financial management including public sector finance, preparing and review of financial statement and reports</li> <li>• Have experience and knowledge of the Accrual Accounting, International Public Sector Accounting Standard (IPSAS), and the Government of Kenya financial regulations and procedures.</li> <li>• Have knowledge of international accounting and auditing standards and hands-on knowledge in the application of accounting; in auditing and financial reporting systems and software packages;</li> <li>• Experience in financial reporting including IFRS and IPSAS</li> <li>• Experience in audits and technical support to interpret financial and project management reports</li> </ul>
7. Accountant	<p>The Accountant must:</p> <ul style="list-style-type: none"> <li>• Be a certified professional accountant with a degree in accounting, financial management or related fields</li> <li>• Have at least 5 years of experience in financial audits and technical support to prepare and review financial statements.</li> <li>• Have ability to interpret financial and project management reports.</li> <li>• Have experience in financial reporting including IFRS and IPSAS</li> </ul>
8. Public policy and Governance expert	<ul style="list-style-type: none"> <li>• Master’s degree in public policy, Public Administration, Governance, Political Science, or related field.</li> <li>• 10 years’ experience in public-sector policy formulation or institutional planning.</li> <li>• Strong understanding of national planning frameworks (e.g., SDGs, AU Agenda 2063, Vision 2030).</li> <li>• Experience facilitating stakeholder consultations and policy alignment.</li> <li>•</li> </ul>
9. Strategic Planning & Organizational Development Expert	<p>This expert leads the overall planning process, methodology, and structuring of the plan. Minimum qualifications are;</p> <ul style="list-style-type: none"> <li>• Master’s degree in strategic management, Organizational Development, Business Administration, or related field.</li> <li>• Professional certification in strategy (e.g., Balanced Scorecard, Results-Based Management).</li> <li>• 10 years’ experience developing strategic plans for public institutions.</li> </ul>

Position	Qualifications And Experience
	<ul style="list-style-type: none"> <li>• Demonstrated ability to design vision, mission, values, and strategic objectives.</li> </ul>
10. Legal Expert	<ul style="list-style-type: none"> <li>• Be an advocate of the High Court in good standing and with experience in conducting similar assignments, with at least 10 years of experience in providing policy and legal structuring advise for related to the public sector, financial institutions, real estate sector projects, infrastructure and infrastructure related projects, and development of human settlements, at a senior managerial level.</li> <li>• Should have led at least three (3) major policy initiatives and have experience advising Governments and/or Public entities.</li> <li>• Have a bachelor degree in law.</li> <li>• Provide a practicing license issued by relevant professional bodies.</li> </ul>

## 8. Evaluation Criteria

Eligibility and mandatory criteria shall be as follows. Bidders who fail to pass the preliminary/mandatory criteria shall not proceed to the technical evaluation stage

Consultants will be evaluated on a YES or NO basis in this stage

No.	Requirements	Bidder's Response
1.	Provide a copy of Certificate of Incorporation or Certificate of Registration/ Incorporation	
2.	Provide a copy of valid Tax Compliance Certificate	
3.	Provide a copy of a valid Single Business Permit	
4.	Provide an Original Tender Security in the amount of <b>Kenya Shillings Five Hundred Thousand Shillings Only (Kshs. 500,000.00)</b> from a reputable Bank or an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Public Procurement Regulatory Authority (PPRA) in Kenya valid for 30 days beyond the Tender Validity period i.e. 180 days	
5.	Provide a valid copy of Certificate of Confirmation of Directors and Shareholding (CR 12). (Issued within the last 6 Months to Tender Opening Date) or copies of ID cards in case of Sole Proprietors and partnerships	
6.	Must submit a duly filled, signed and stamped Confidential Business Questionnaire in format provided	
7.	The bid document "Original" must be chronologically serialized and paginated on all pages of the tender documents submitted. The Proposal must be tape bound and not Spiral bound. Spiral bound documents shall be automatically disqualified.	
8.	Provide Power of Attorney giving the name of the person who should be signing the bid, authorizing him/her to submit / execute the tender and the resulting agreement as a binding document.	
9.	Duly filled, signed and Stamped Self Declaration form that the Tenderer will not engage in any Corrupt or Fraudulent Practice.	
10.	Duly filled, signed and stamped Self- Declaration Form that the Tenderer is Not Debarred by PPRA.	
11.	Duly filled, signed and stamped Certificate of Independent Proposal Determination	
12.	Duly filled, signed and stamped Declaration and Commitment to The Code of Ethics	
13.	Duly filled, signed and stamped Technical Proposal Submission Form	
14.	Commitment letter that the successful Consultant shall provide or is covered by an indemnity cover equivalent to 2% of the total value of the consultancy.	

AT THIS STAGE, THE TENDERER'S SUBMISSION WILL EITHER BE RESPONSIVE OR NON-RESPONSIVE. THE NON-RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER.

The Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals

S/NO.	DESCRIPTION	MARKS
1)	<p><b>Specific Experience of the Consultancy Firm Related to the Assignment. Detailed brief to be submitted and shall have the following:</b></p> <p>g. Consulting Firm with 10 years expertise in financial reviews, audit and expertise in strategy consulting, financial strategy, and/or management consulting. – 10 Marks</p> <p>h. At least 5 years' working experience and record of accomplishment in consulting services for public sector entities, - 3 Marks</p> <p>i. Experience and record of accomplishment in local and international affordable housing development, and issues related. - 3 Marks</p> <p>j. Provide three (3) similar assignments, with at least one (1) assignment having been done in the last Ten (10) years (attach contract, award letter or completion certificate). - 3 Marks</p> <p>k. Confirm availability of a multi-disciplinary team of experts with experience in affordable housing and urban development, Impact assessment; statistical analysis, economic analysis and social and environmental safeguards. - 3 Marks</p> <p>l. Provide commitment that the firm shall embed adequate staff to the Client locally throughout the Consultancy. - 3 Marks</p>	<b>25 Marks</b>
2)	<p><b>Adequacy of Proposed Methodology, Work plan and staff organization in Responding to the ToR</b></p> <ul style="list-style-type: none"> <li>• Detailed Approach and Methodology for implementing the assignment - 10 Marks</li> <li>• Demonstrate understanding the scope of work / interpretation of TORs – 6 marks</li> <li>• Work plan/programme of action incorporating all the activities to be undertaken as per the Terms of Reference with clear time frames for the delivery of each of the requirements (In form of a Gantt Chart) – 2 Marks</li> <li>• Provide an organization structure and key personnel who will be assigned to the specific assignment – 2 marks</li> </ul>	<b>20 Marks</b>
3)	<p><b>Qualifications and Competences of Key Experts proposed for the Assignment (Provide CV's, Certified Academic certificates for the key professional staff. Where NOT provided, No marks will be assigned to the Expert) as follows:</b></p>	<b>45 Marks</b>

	<p><b>Team Leader / Lead Consultant</b></p> <ul style="list-style-type: none"> <li>• Have at least 15 years’ experience, experience in conducting similar assignments and advisory in the Public Sector and in private sector and especially in Public Sector reforms and Public Sector Financial Reporting</li> <li>• Have a Masters degree in Public Policy, Public Policy/Business Administration, Economics, Strategic Management/Planning, Public Administration, And/or Project Management / Masters Science Degree in any other relevant field</li> <li>• Have team leadership experience in major infrastructure projects, housing sector projects, government and development partners projects, at a senior managerial level and having led at least two (2) major similar projects in Kenya</li> <li>• Be a member of relevant professional body in good standing</li> </ul>	6 Marks	
	<p><b>Affordable Housing Expert</b></p> <ul style="list-style-type: none"> <li>• The Affordable Housing Expert has to be a senior technical advisor in a relevant profession (e.g. Architects, Quantity Surveyors, Estate Agent professional, Project Managers, Engineers, Building Surveyors, Construction Managers, Urban Planners, etc.) with at least 10 years” relevant experience in affordable housing and social housing projects, and experience in advising Government/Public Sector entities.</li> <li>• The Expert should have worked on major infrastructure projects, housing sector projects and development of human settlements, at a senior managerial level, and led at least three (3) major transactions. <ul style="list-style-type: none"> <li>b) The Affordable Housing Expert must also hold the requisite degree(s) for their field of practice as well as practicing license(s) issued by relevant professional bodies.</li> </ul> </li> </ul>	5 Marks	
	<p><b>Financial Modelling Expert</b></p> <ul style="list-style-type: none"> <li>• The Financial Modelling Expert will be a senior advisor with at least 10 years’ experience in providing financial modeling expertise for funding big infrastructural projects. S/he must ne specializing in similar assignments, providing fund structuring and management advisory support for funds and project, at a senior managerial level.</li> <li>• The Expert must hold the requisite degree(s) for their field of practice as well as practicing license(s) issued by relevant professional bodies. CFA added qualification.</li> </ul>	5 Marks	
	<p><b>Funding and Investment and structuring Expert</b></p> <ul style="list-style-type: none"> <li>• Be a senior financial advisor with at least 10 years’ experience in conducting similar assignments with expertise in financing and investments in the infrastructure sector.</li> <li>• Demonstrate experience in providing financial structuring with expertise in capital raising, involvement in arranging off balance sheet transactions, investment strategy, and advisory support for transactions related to major infrastructure projects</li> <li>• Have an advanced degree in Finance and Investments and / or related fields</li> <li>• Demonstrate specific experience in project and infrastructure finance in at least 5 fund raising projects.</li> <li>• Demonstrate specific experience in public private partnerships</li> <li>• Demonstrate experience in portfolio growth and risk management.</li> <li>• Have experience in financial reporting including IFRS and IPSAS</li> <li>• Have experience in financial modeling, financial analysis and forecasting</li> </ul>	5 Marks	
	<p><b>Finance and Investment Analyst</b></p> <ul style="list-style-type: none"> <li>• Have a Bachelor degree, or its equivalent, in economics, finance, business administration, or any other relevant subjects.</li> </ul>	3 Marks	

	<ul style="list-style-type: none"> <li>Professional qualification in finance and investment with experience over 5 years in investment research and analysis, financing in private investment project and deals structuring.</li> <li>Experience in the financial sector with exposure to infrastructure and investment financial modeling.</li> <li>Strong analytical skills to review and analyze complex financial information. Knowledge and experience in global financial markets including expertise in emerging markets, particularly in Africa</li> <li>Advanced financial, credit and risk evaluation skills</li> </ul>		
	<p><b>Financial Reporting Accountant/Specialist</b></p> <ul style="list-style-type: none"> <li>Be a certified professional accountant with a degree in finance, commerce, accounting, economics or related fields</li> <li>Have a minimum of 10 years’ work experience in public financial management including public sector finance, preparing and review of financial statement and reports</li> <li>Have experience and knowledge of the Accrual Accounting, International Public Sector Accounting Standard (IPSAS), and the Government of Kenya financial regulations and procedures.</li> <li>Have knowledge of international accounting and auditing standards and hands-on knowledge in the application of accounting; in auditing and financial reporting systems and software packages;</li> <li>Experience in financial reporting including IFRS and IPSAS</li> <li>Experience in audits and technical support to interpret financial and project management reports</li> </ul>	5 Marks	
	<p><b>Accountant</b></p> <ul style="list-style-type: none"> <li>Be a certified professional accountant with a degree in accounting, financial management or related fields</li> <li>Have at least 5 years of experience in financial audits and technical support to prepare and review financial statements.</li> <li>Have ability to interpret financial and project management reports.</li> <li>Have experience in financial reporting including IFRS and IPSAS</li> </ul>	3 Marks	
	<p><b>Public policy and Governance expert</b></p> <ul style="list-style-type: none"> <li>Master’s degree in public policy, Public Administration, Governance, Political Science, or related field.</li> <li>10 years’ experience in public-sector policy formulation or institutional planning.</li> <li>Strong understanding of national planning frameworks (e.g., SDGs, AU Agenda 2063, Vision 2030).</li> <li>Experience facilitating stakeholder consultations and policy alignment.</li> </ul>	3 Marks	
	<p><b>Strategic Planning &amp; Organizational Development Expert</b></p> <ul style="list-style-type: none"> <li>Master’s degree in strategic management, Organizational Development, Business Administration, or related field.</li> <li>Professional certification in strategy (e.g., Balanced Scorecard, Results-Based Management).</li> <li>5–10 years’ experience developing strategic plans for public institutions.</li> </ul> <p>Demonstrated ability to design vision, mission, values, and strategic objectives.</p>	5 Marks	
	<p><b>Legal Expert</b></p> <ul style="list-style-type: none"> <li>Be an advocate of the High Court in good standing and with experience in conducting similar assignments, with at least 10 years of experience in providing policy and legal structuring advise for related to the public sector, financial institutions, real estate sector projects, infrastructure and infrastructure related projects, and development of human settlements, at a senior managerial level.</li> <li>Should have led at least three (3) major policy initiatives and have experience advising Governments and/or Public entities.</li> </ul>	5 Marks	

	<ul style="list-style-type: none"> <li>• Have a bachelor degree in law (attach certificate)</li> <li>• Provide a practicing license issued by relevant professional bodies (attach certificate)</li> </ul>	
4)	<b>Transfer of knowledge and training program (relevance of approach and methodology)</b> <ul style="list-style-type: none"> <li>• Training program, approach and Methodology</li> <li>• Embed training schedule into work plan</li> </ul>	<b>3 Marks</b>
5)	<b>Participation by Kenyan citizens among proposed Key Experts</b> Participation by Kenyan citizens among proposed Key Experts (any non-Kenyan should attract less 1 mark)	<b>2 Marks</b>
6)	<b>Financial Capacity</b> <ol style="list-style-type: none"> <li>1) Certified reference letter from bidders' primary bank confirming in good standing.</li> <li>m) Turnover of an average of KES 20,000,000.00 average over last three years</li> <li>n) Liquid ratio of at least 1:1</li> </ol> NB: Provide auditors certificate for the audited accounts for the company for the last three years giving liquidity ratio, rate of turnover, the working capital ratio, current ratio and the profit margin. <b>PROVIDE THE AUDITED ACCOUNTS</b>	<b>5 Marks</b>
	<b>Total marks</b> <ul style="list-style-type: none"> <li>• The minimum technical score (St) required to pass is: 85%</li> <li>• Consultancy firm must score 85% and above to be recommended to be considered for financial evaluation.</li> <li>• Consultancy firm which scores less than 85% will be disqualified from further evaluation.</li> </ul> <b>THE BIDDER WITH THE HIGHEST COMBINED TECHNICAL AND FINANCIAL SCORE WILL BE RECOMMENDED FOR THE NEXT STAGE OF THE PROCUREMENT PROCESS</b>	<b>100 MARKS</b>

## **LOT 2: PREPARATION OF THE MARKETING AND SALES STRATEGY FOR THE AFFORDABLE HOUSING BOARD**

### **TERMS OF REFERENCE (TOR) FOR CONSULTANCY FOR DEVELOPMENT OF A SALES AND MARKETING STRATEGY.**

#### **1. Background**

The Affordable Housing Board (AHB) is mandated to oversee the development, allocation, and sale of affordable housing units under the Affordable Housing Programme. As housing projects expand in scale, typology and geographic coverage, AHB requires a coherent and evidence-based Sales and Marketing Strategy to enhance demand creation, strengthen customer acquisition, optimize distribution channels, and improve sales conversion efficiency.

AHB currently operates a hybrid Sales & Distribution Framework incorporating digital platforms, physical sales centres, authorized agents, and licensed estate agents governed by standardized policies, procedures, and contractual arrangements. To consolidate these mechanisms into an integrated commercial and customer engagement strategy, AHB intends to engage a consultant to develop a comprehensive Sales and Marketing Strategy.

#### **2. Purpose of the Assignment**

The purpose of this consultancy is to support AHB in developing an integrated, practical, and performance-oriented Sales and Marketing Strategy that will guide market positioning, demand stimulation, customer segmentation, sales channel optimization, conversion improvement, and sales performance monitoring.

#### **3. Broad Objective of the Assignment**

The broad objective of the assignment is to design a structured Sales and Marketing Strategy capable of improving housing uptake, strengthening distribution effectiveness, and enhancing customer engagement across all approved channels.

#### **4. Specific Objectives of the Assignment**

The Consultant shall inter alia:

- i Conduct a diagnostic assessment of the current sales and demand environment
- ii Analyse buyer behaviour, customer profiles, and affordability dynamics
- iii Define priority customer segments and buyer categories
- iv Evaluate the effectiveness of existing sales and distribution channels
- v Develop an integrated sales channel strategy
- vi Design a marketing, promotion, and communication framework
- vii Propose measures to improve sales conversion and customer journey efficiency
- viii Develop a Sales Performance Management Framework
- ix Propose monitoring indicators and reporting mechanisms
- x Provide an implementation-oriented roadmap

#### **5. Scope of Work**

The Consultant shall undertake the following tasks:

- i Analyse the prevailing constitutional, policy, legal, regulatory, and programme environment within which the Affordable Housing Programme operates.
- ii Undertake a structured situational analysis examining both the external operating environment and internal institutional factors affecting sales performance.
- iii Identify and articulate the key strategic issues, challenges, constraints, risks, and opportunities affecting housing sales, customer acquisition, demand generation, and channel effectiveness.
- iv Develop clear, results-oriented strategic objectives and choices to guide sales optimisation, customer targeting, channel positioning, demand stimulation, marketing interventions, and conversion improvement.
- v Propose a practical and operationally feasible implementation framework outlining prioritised actions, sequencing, institutional considerations, sales channel strategies, and operational measures necessary for effective execution of the Sales and Marketing Strategy.
- vi Develop a Performance and Monitoring Framework defining key sales and marketing performance indicators, measurement logic, monitoring mechanisms, reporting structures, and feedback processes to support systematic tracking of Strategy effectiveness and results realisation.
- vii Provide indicative analysis of the resource implications associated with the proposed strategic interventions.

#### **6. Expected Deliverables**

The Consultant shall deliver:

- i *Inception Report*: The Consultant shall submit an Inception Report detailing the methodology, analytical framework, work plan, timelines and approach for undertaking the assignment.
- ii *Planning Context and Situational Analysis Report*: The Consultant shall prepare a Planning Context and Situational Analysis Report presenting an evidence-based assessment of the operating environment, housing demand dynamics, buyer behaviour, sales constraints, and the effectiveness of existing sales and distribution channels.
- iii *Draft Sales and Marketing Strategy*: The Consultant shall develop a Draft Sales and Marketing Strategy outlining customer segmentation, market positioning, sales channel optimization measures, marketing and communication frameworks, as well as performance measurement and implementation considerations.

- iv *Management / Board Presentation*: The Consultant shall deliver a presentation to AHB Management and the Board summarizing the situational analysis findings, proposed strategy and key recommendations for validation and feedback.
- v *Final Sales and Marketing Strategy Document*: The Consultant shall submit a Final Sales and Marketing Strategy incorporating AHB Board recommendations.

**7. Duration of the Assignment**

The consultancy shall be undertaken over a period of three Months from contract commencement.

**8. Institutional Arrangements**

The Consultant shall report to AHB Chief Executive Officer and shall work closely with relevant technical, sales, customer service and ICT units.

**Team Composition**

**i. Team Lead/ Lead Consultant**

- A relevant degree in Marketing and sales
- At least five years of relevant experience in marketing and practical sales strategies
- Demonstrated experience on issues related to marketing and sales.
- Proven experience in successful implemented marketing and sales strategies
- Demonstrated analytical skills.
- Excellent writing and presentational skills

**ii. Legal Expert;**

- Be an advocate of the High Court in good standing and with experience in conducting similar assignments, with at least 10 years of experience in providing policy and legal structuring advise for related to the public sector, financial institutions, real estate sector projects, infrastructure and infrastructure related projects, and development of human settlements, at a senior managerial level.
- Should have led at least three (3) major policy initiatives and have experience advising Governments and/or Public entities.
- Have a bachelor’s degree in law (attach certificate)
- Provide a practicing license issued by relevant professional bodies (attach certificate) Excellent writing and presentational skills

**9. Consultant Qualifications**

The Consultant / Firm shall demonstrate:

- i Proven experience in strategy development
- ii Expertise in market analysis and customer segmentation
- iii Experience in housing, real estate, or comparable sectors
- iv Strong analytical and strategic planning capabilities
- v Familiarity with public sector or institutional programmes

**10. Evaluation Criteria and Scoring Matrix (QCBS Method)**

<b>Criteria</b>	<b>Evaluation Criteria</b>
i Firm’s Relevant Experience	20 Marks
ii Understanding of Assignment	10 Marks
iii Lead Consultant Qualifications & Experience	20 Marks
iv Proposed Methodology & Approach	20 Marks
v Work Plan	10 Marks
<b>Total Technical Score (TS)</b>	<b>80 Marks</b>

**11. Payment Milestones**

<b>Deliverable</b>	<b>Payment Percentage</b>
i Inception Report	20%
ii Planning Context and Situational Analysis Report	20%
iii Draft Strategy	40%
iv Final Strategy & Framework	20%

**12. Reporting Requirements**

The Consultant shall maintain regular engagement with AHB and provide progress updates as may be required during the assignment.

**13. Confidentiality and Data Protection**

The Consultant shall maintain strict confidentiality of all information obtained during the assignment and comply with applicable data protection and legal requirements.

**14. Ownership of Outputs**

All reports, documents, and outputs produced under this assignment shall become the property of the Affordable Housing Board.

**1. Evaluation Criteria**

Criteria	Weight (%)
<b>Organization Capacity</b> Company profile, company accreditations, and certifications	10
<b>Relevant firm experience:</b> Detailed reference list indicating the scope and magnitude of similar assignments conducted	30
<b>Proposed Methodology, approach and work plan</b> Understanding of the project/assignment requirements, practicality of the proposed methodology relative to the context of the assignment, proposed work plan, planning, appropriateness of the implementation schedule to the project timelines,  Adequacy of the proposed staff schedule to meet the needs of the ToR Responsiveness of proposed work plan in relation to the ToR	30
<b>Team qualifications</b> Experience and qualifications of key personnel Responsiveness of the CVs to the requirements of the ToR	30
Financial proposal	10
<b>Total</b>	<b>100%</b>

**LOT 3: PREPARATION OF THE DATA PROTECTION POLICY FOR THE AFFORDABLE HOUSING BOARD**

**TERMS OF REFERENCE FOR CONSULTANCY TO CONDUCT A DATA PROTECTION EVALUATION OF THE AFFORDABLE HOUSING BOARD’S DATA PROTECTION FRAMEWORK**

**2. Background**

The Affordable Housing Board (AHB) was established in April 2024 following the enactment of the Affordable Housing Act, 2024; to administer the Affordable Housing Fund and oversee delivery of affordable and institutional housing, as well as associated social and physical infrastructure. In executing this mandate, AHB processes large volumes of personal and sensitive personal data across applicant registration, eligibility verification, credit scoring/prequalification, unit allocation, Tenant Purchase Scheme (TPS) administration, payments, customer support, and vendor-managed service delivery platforms. In line with the Data Protection Act (DPA), 2019, AHB has registered with Office of the Data Protection Commissioner, as a data handler. AHB seeks to engage a consultancy firm to work closely with the Board’s Data Protection Officer (DPO) and staff to conduct an internal compliance review of its data protection policies and practices to ascertain compliance with the Data Protection Laws and Regulations.

**3. Objective of the Assignment**

The Consultant/ Firm will conduct a comprehensive internal compliance review of the Board’s processes,

policies, and practices to assess its compliance with the DPA, 2019 and GDPR and recommend areas of improvement.

#### **4. Scope of Work**

The Firm will carry out the following tasks: -

##### **i. Data Audit, Data Mapping and Data Inventory**

- Identify and document all data collected, classifying it appropriately (personal, sensitive, and non-personal), including system owners, access rights, retention, and data transfers
- Develop and populate AHB's Record of Processing Activities (ROPA)
- Develop end-to-end data flow diagrams and use them to identify key risk points, control gaps, and compliance issues requiring remediation.

##### **ii. Data Protection Impact Assessment**

- Carry out Data Protection Impact Assessments (DPIAs) for high-risk data processing activities and align it with ODPC general guidelines

##### **iii. Development/ Review of Policies, Procedures, SOPs, and Compliance Toolkit**

- Review AHB's existing data protection policies and identify any policy gaps; draft missing policies and provide practical recommendations to ensure full compliance.
- Develop and operationalize SOPs and tools for data subject rights (DSAR), including templates, workflows, and tracking logs.
- Develop and implement a records retention and deletion schedule, including anonymization/pseudonymization procedures and evidence of secure deletion.
- Develop and implement a data breach and incident response framework, including the breach response plan, breach register, escalation matrix, and notification templates.
- Strengthen consent management guidance (where consent is used), including evidence capture and withdrawal processes.
- Review and update privacy notices, FAQs, and portal-facing content to improve transparency and enable data subjects to exercise their rights easily.

##### **iv. Vendor, Processor and Data Sharing Controls**

- Compile a vendor/processor and data recipient register and map datasets shared with each recipient.
- Review existing Data Processing Agreements (DPAs), Data Sharing Agreements (DSAs) and contract clauses in line with the Data Protection Laws in conjunction with AHB's Legal Team.
- Develop a vendor due diligence checklist and onboarding evidence pack requirements (policies, certifications, security attestations).

- v. Security and Incident Readiness
  - Develop or strengthen incident response plan, business continuity plan (BCP), and disaster recovery plan (DRP), and run one table-top exercise.
  - Develop an internal privacy compliance audit programme and conduct one pilot audit with corrective action tracker.
- vi. Training and Capacity Building
  - Provide practical, role-based training for staff on data privacy and cyber security, including how to handle data subject requests, work with vendors, and respond to data breaches.
  - Provide guidance for institutionalizing data governance, including mechanisms to build internal capacity and expertise
  - Provide a simple compliance toolkit for day-to-day use (templates, checklists, registers, and standard contract clauses).
  - Recommend ongoing knowledge transfer strategies to ensure continuity after the consultant’s engagement ends
- vii. Monitoring, Reporting, and Continuous Improvement
  - Establish key performance indicators (KPIs) and metrics to assess the effectiveness of data governance practices.
  - Develop reporting mechanisms and dashboards to inform senior management and the Board on data management performance.
  - Recommend processes for continuous improvement and periodic review of the data governance framework.

## 5. Outcomes and Deliverables

The Firm is expected to deliver the following: -

- i. **Training and capacity building** – role-based data privacy and cyber security training for all AHB staff, training materials, delivery report, and signed attendance sheets
- ii. **Data inventory and classification register** – master register of all datasets collected (personal, sensitive, non-personal), including owners, access roles, retention, and transfers.
- iii. **Record of Processing Activities (RoPA)** – completed RoPA capturing purpose, lawful basis, data categories, recipients/processors, retention, and security controls, with departmental sign-off.
- iv. **End-to-end data flow diagrams** – visual maps of data collection, storage, use, sharing, retention, and deletion across key systems and processes.
- v. **Risk and control gaps register** – key risk points/control gaps identified from the data flows, with corrective actions, owners, and timelines.
- vi. **Data Protection Impact Assessments (DPIAs)** – completed DPIAs for high-risk processing activities, including an ODPC-ready upgraded Boma Yangu DPIA and additional DPIAs as required.
- vii. **Policies and Procedures** – policy gap assessment, updated existing policies, drafted missing policies, and practical compliance recommendations.
- viii. **Retention, deletion and breach readiness registers/ reports** – records retention and deletion schedule, breach/incident response plan, escalation matrix, breach register, and notification templates.
- ix. **Vendor and data sharing deliverables** – vendor/processor and data recipient register with dataset sharing map; updated/drafted DPAs, DSAs and standard contract clauses; vendor due diligence checklist and onboarding evidence requirements

## 6. Duration

Expected duration: 12 weeks

## 7. Location and Nature of the Assignment:

This Assignment will be carried out in Nairobi, Kenya

## 8. Reporting and Management of the Assignment

- The firm will report to the AHB Data Protection Officer (DPO), who will coordinate the assignment
- A working group comprising ICT, Legal/Compliance, Operations, Procurement, and other relevant directorates will support delivery.

- Weekly check-ins and bi-weekly written progress updates; draft deliverables reviewed by AHB within agreed timelines.
- The firm must sign a Non-Disclosure Agreement (NDA) and comply with AHB information security requirements. Any of the data and material shall not be used for any other purpose other than for the reason of this assignment.

**9. Key Qualifications and Experience of the Firm**

The Consultant firm should possess the following qualifications and expertise: -

**a) Firm:**

- A well-established firm with a good track record in providing data protection consulting and advisory services in Kenya and the wider region for at least three years (must have done at least 3 similar assignments in the last 5 years. Submit reference letters)
- Registration with the Office of the Data Protection Commissioner as a Data Processor or Data Controller
- A firm with experience in conducting data protection impact assessments in Kenya
- Demonstrated experience in developing privacy compliance policies

**b) Team Composition**

**iii. Team Lead/ Lead Consultant**

- A relevant degree in an area related to the assignment
- At least three years of relevant experience in data governance matters with relevant experience in East Africa.
- Demonstrated experience on issues related to data governance.
- Proven experience in data protection impact assessments and development of data protection policies.
- Demonstrated analytical skills.
- Excellent writing and presentational skills

**iv. Associate Consultants (3 in Total, 1 legal/ contracts specialist; 1 information security specialist and 1 data governance/ process analyst)**

- A bachelor’s degree in an area relevant to the assignment
- Have participated in at least two similar assignments
- At least 2 years’ experience in data protection advisory.
- Experience in data protection impact assessments.
- Excellent writing and presentational skills

**10. Evaluation Criteria**

Criteria	Weight (%)
<b>Organization Capacity</b> Company profile, company accreditations, and certifications	10
<b>Relevant firm experience:</b> Detailed reference list indicating the scope and magnitude of similar assignments conducted	30
<b>Proposed Methodology, approach and work plan</b> Understanding of the project/assignment requirements, practicality of the proposed methodology relative to the context of the assignment, proposed work plan, risk assessment and mitigation strategies integrated into the assignment, planning, appropriateness of the implementation schedule to the project timelines, and project quality assurance measures.  Adequacy of the proposed staff schedule to meet the needs of the ToR Responsiveness of proposed work plan in relation to the ToR	25
<b>Team qualifications</b> Experience and qualifications of key personnel	25

Responsiveness of the CVs to the requirements of the ToR	
Financial proposal	10
<b>Total</b>	<b>100%</b>

10 Copyright

All data, information and materials arising out of this assignment shall remain confidential and the property of AHB.

#### **LOT 4: PREPARATION OF THE HUMAN RESOURCE MANUAL AND POLICIES**

#### **TERMS OF REFERENCE TO DEVELOP HUMAN RESOURCE POLICIES, FRAMEWORKS, AND MANUALS**

##### **1.0 Introduction**

The Affordable Housing Board seeks to strengthen its human resource management systems to support efficient service delivery and organizational growth. To achieve this, the organization intends to engage a qualified consultant to develop comprehensive Human Resource (HR) policies, frameworks, and manuals aligned with best practices, applicable labor laws, and the organization's strategic objectives.

The consultancy will develop existing HR practices and develop structured policies and procedures that promote transparency, accountability, fairness, and effective management of staff.

##### **2.0 Objective of the Assignment**

The main objective of this consultancy is to develop comprehensive and standardized policies for key HR operational areas to support effective implementation of the existing Human Resource Management framework.

##### **2.1 Specific objectives**

The specific objectives of this consultancy are to:

- a) **Develop a Disciplinary Manual** that outlines standards of conduct, types of misconduct, disciplinary procedures, investigation processes, sanctions, and appeals mechanisms in line with applicable labour laws and organizational values.
- b) **Develop an Employee Induction Handbook** to guide the onboarding process for new staff, providing essential information about the organization's mission, structure, policies, work culture, roles and responsibilities, and expectations.
- c) **Develop a Recruitment and Selection Policy** that establishes transparent, fair, and merit-based processes for attracting, selecting, and hiring qualified personnel in accordance with equal opportunity principles and best HR practices.
- d) **Develop a Training and Development Manual / Human Resource Development (HRD) Policy** to guide staff capacity building, training needs assessment, professional development opportunities, career progression, and monitoring of training outcomes.
- e) **Develop a Performance Management Policy** that provides clear procedures for performance planning, performance appraisal, monitoring, feedback mechanisms, and includes a system of rewards, recognition, and sanctions linked to staff performance.
- f) Develop operational manuals including but not limited to:
  - i. Employee Code of Conduct and Ethics Policy
  - ii. Grievance Handling Policy
  - iii. Leave Management Policy
  - iv. Employee Exit and Separation Procedures
- g) Ensure that all developed policies and manuals are aligned with the existing HRM Procedures and Policies Manual, labour laws, Public Service regulations, and recognized human resource management best practices.

##### **3.0 Scope of Work**

##### **3.1 Review of Existing HR Document**

Review the approved Human Resource Management (HRM) Policies and Procedures Manual to ensure alignment and consistency with the policies and manuals to be developed under this consultancy.

### **3.2 Stakeholder Consultations**

- i. Conduct consultations with management and relevant staff.
- ii. Gather insights on HR challenges and operational needs.

### **3.3 Development of HR Operational Policies**

Develop detailed policies for the following key HR areas:

- i. Recruitment and Selection Policy
- ii. Performance Management Policy
- iii. Disciplinary Policy/Manual
- iv. Training and Staff Development Policy
- v. Develop an employee induction book

### **3.4 Validation and Finalization**

- i. Present draft policies to management for review.
- ii. Facilitate a validation meeting/workshop.
- iii. Revise and submit final policies incorporating feedback.

## **4.0 Expected Deliverables**

The consultant will produce the following deliverables:

- a) Inception Report outlining methodology, work plan, and timeline.
- b) Draft HR Operational Policies for the identified HR areas.
- c) Validation Workshop Report.
- d) Final HR Policies incorporating feedback and ready for adoption.

## **5.0 Duration of the Assignment**

The consultancy is expected to be completed within 6 months from the date of signing the contract.

## **6.0 Minimum Qualifying Requirements**

The Consultant must meet the minimum qualifying requirements stipulated below.

### **6.1 Mandatory requirements**

- i. Certificate of Incorporation or Registration;
- ii. Taxpayer Registration Certificate;
- iii. Valid and Current Tax Compliance Certificate;
- iv. Valid and Current Single Business Permit;
- v. Duly filled, signed and stamped Anti-corruption Declaration Form;
- vi. Duly filled, signed and stamped Declaration Form; and
- vii. Valid Active Membership & Registration with Institute of Human Resources Management Kenya.

### **6.2 Experience And Key Staff Requirements**

The minimum shortlisting criteria for a consulting firm to undertake this assignment are outlined below. The consulting firm should:

- i. Be registered in the core business as a consulting firm with at least ten (10) years relevant experience mainly in Human Resource Management.
- ii. Provide evidence of having undertaken at least five (5) assignments in the last five (5) years of similar nature ;
- iii. Provide evidence of technical and managerial capability of the consulting firm to undertake the assignment, which should be supported by documentary evidence on the company' profile; and
- iv. Provide details on staff skills, tools, equipment and software to undertake the assignment.

#### **6.2.1 Team Leader/HR Lead**

### **Academic and Professional Qualification**

- i. Postgraduate/ Masters Degree in HR Management, Organizational Development, Public administration or related field and or post graduate degree in social sciences with post graduate diploma in Human Resource Management

- ii. Possess a valid membership and practicing certificate/license and in good standing from the Institute of Human Resource Management and/or any other relevant professional body. Certified Human Resource Professional (CHRP –K) qualification will be an added advantage.

### **Experience**

- i. Have at least 10 years' general experience in human resource management, systems and policy development.
- ii. Experience in conducting similar assignments and advisory in the Public and private sector in Human resource consultancy and more specifically in development of HRM documents and demonstrate knowledge and good understanding in human resource functions with a significant portion of that time in senior or strategic positions.
- iii. Be a senior HR professional of level of partner/director in the firm.

#### **6.2.2 HRM Expert**

The HRM expert must have: -

- i. Bachelor's or Master's degree in Human Resource management or a related field with a post graduate diploma in Human Resource Management;
- ii. Be a Member of IHRM in good standing or any other relevant professional body
- iii. Must have at least 5–7 years of experience in HR policy development, documentation, and preparation of operational manuals.
- iv. Must have extensive knowledge of labor laws, Acts, regulations and procedures;
- v. Strong communication and interpersonal skills.

#### **6.2.3 Labor Law and Regulatory Compliance Expert**

- i. Master's or Bachelor's degree in Law (LLB), Labor Relations, Industrial Relations, or a related field.
- ii. Postgraduate Diploma in Law (Advocates Training Programme) from the Kenya School of Law;
- iii. Admission to a recognized professional legal body or bar association will be an added advantage.
- iv. Must have at least 7 years of professional experience in labor law, employment regulations, or legal compliance.
- v. Have Strong knowledge of national labor laws, Public Service regulations and guidelines, and other relevant regulatory frameworks.
- vi. Experience in reviewing or developing HR policies to ensure legal and regulatory compliance.

#### **6.2.4 Organizational Development / Institutional Strengthening Specialist**

- i. Bachelor's or master's degree in organizational development, Public Administration, Human Resource Management, Business Administration, or related field.
- ii. Additional training in organizational development, change management, or institutional strengthening is an added advantage
- iii. At least 8 years of experience in organizational development and institutional capacity strengthening.
- iv. Proven experience supporting organizations in HR systems strengthening, performance management systems, and institutional reforms.

#### **6.2.5 Support/secretarial staff**

- i. Provide two (2) support staff / secretarial staff with at least two (2) years' experience.
- ii. Must have ability to maintain the highest standards of confidentiality and professionalism, writing, and communication skills.

(Provide Curriculum Vitae, Certificates and evidence of membership to professional bodies)

The consulting firm may propose additional experts if deemed necessary to ensure the successful completion of the assignment

### **7.0 Management and Accountability of the Assignment**

The selected recruitment firm will report to the Chairperson, HRM Sub-Committee Affordable Housing Board

and will be expected to provide regular progress updates. A comprehensive report will be presented to the Board of Directors at the end of the recruitment and selection process.

## 8.0 Payment Schedule

The proposed payment schedule is as follows:

S/No.	Deliverable	Timeline after contract commencement	% of Contract amount
1.	Inception Report outlining methodology, work plan, and timeline	4Weeks	20%
2.	Draft HR Operational Policies for the identified HR areas.	8 weeks	10%
3.	Validation Workshop Report.	2 weeks	30%
4.	Final HR Policies incorporating feedback and ready for adoption	1 week	50%

## 9.0 Responsibilities of the Client

The client will provide and collaborate with the consultant in the following: -

- i. Clearly articulate the objectives, goals and outcomes of the consulting engagement;
- ii. Maintain open and transparent communication with consulting team, sharing relevant information, insights and feedback;
- iii. Make timely decisions based on the consultant's recommendations;
- iv. Ensure that all activities undertaken during the consulting engagement comply with relevant laws, regulations and policies;
- v. Offer constructive feedback on the consultant's performance and overall progress of the assignment.

## 10.0 Responsibilities of the Consultant

The consultant is expected to undertake activities that will ensure that outputs are consistent with professional and legal requirements.

The consultant shall be responsible for the provision of all necessary resources to carry out the assignment.

## 11. Evaluation Criteria

Criteria	Weight (%)
<b>Organization Capacity</b> Company profile, company accreditations, and certifications	10
<b>Relevant firm experience:</b> Detailed reference list indicating the scope and magnitude of similar assignments conducted	30
<b>Proposed Methodology, approach and work plan</b> Understanding of the project/assignment requirements, practicality of the proposed methodology relative to the context of the assignment, proposed work plan, planning, appropriateness of the implementation schedule to the project timelines,  Adequacy of the proposed staff schedule to meet the needs of the ToR Responsiveness of proposed work plan in relation to the ToR	30
<b>Team qualifications</b> Experience and qualifications of key personnel Responsiveness of the CVs to the requirements of the ToR	30
Financial proposal	10
<b>Total</b>	<b>100%</b>

## **LOT 5: INSTALLATION, COMMISSIONING AND MAINTENANCE OF UNIFIED CUSTOMER RELATIONSHIP MANAGEMENT SYSTEM**

### **REQUEST FOR PROPOSAL FOR THE PROVISION, COMMISSIONING AND MAINTENANCE OF UNIFIED CUSTOMER RELATIONSHIP MANAGEMENT SYSTEM FOR THE AFFORDABLE HOUSING BOARD**

#### **Background:**

The Affordable Housing Board is tasked with delivering innovative housing solutions to meet the nations growing housing demand. Central to this mandate is the implementation of the Affordable Housing program (AHP), which seeks to deliver 1,000,000 affordable housing units over a five-year period.

To enable the effective realization of this ambitious program, the Boma Yangu platform has been developed as a transformative online market place. This platform facilitates engagement across the housing ecosystem, providing a unified space where stakeholders can collaborate and transact efficiently.

The Affordable Housing Board aims to enhance its efficiency in managing customer interactions, streamlining processes, and improving overall service delivery. The selected CRM solution should provide a unified platform to manage customer data, interactions, and relationships across various departments and stakeholders.

It is for this reason that the Board intends to engage a firm to provide a unified Customer Relationship Management (CRM) to aid in streamline operations, optimize and personalize service delivery, enhance citizen engagement (and communication), and improve data security. The solution should be able to unify all customer-facing teams, business data, customer engagements, ROI etc., on one platform and enable delivery of exceptional customer experiences.

#### **Objectives:**

The primary objectives of this Unified CRM solution are:

- i. Manage communication between the program and its stakeholders;
- ii. Address inquiries and provide support to all stakeholders, including homebuyers, developers, financial institutions , MSMEs and suppliers;
- iii. Facilitate an efficient customer experience through structured processes that address issues and provide timely solutions
- iv. Improve customer service and satisfaction.
- v. Enhance internal communication and collaboration.
- vi. Streamline business processes.
- vii. Centralize customer data for better insights and decision-making.

#### **Scope of work**

- i. Design and implement the necessary infrastructure to enable a seamless and scalable solution that meets service level expectations;
- ii. Establish robust technological systems, including call handling mechanisms, integration with Boma Yangu platform and escalation protocols to manage complex inquiries;
- iii. Develop and maintain efficient workflows to ensure timely and effective resolution of stakeholders needs, while adhering to predefined service standards and compliance requirements
- iv. Establishment, operation and management of a fully functional National Customer Support center to support the diverse and evolving needs of the Affordable Housing Program
- v. Acquire a comprehensive understanding of AHP business processes, operational requirements, and stakeholders expectations to deliver high quality support services. This includes familiarity with the Affordable Housing Board (AHB) strategic objectives, the Boma Yangu platform, and associated processes such as home allocation, financing, and project delivery.

#### **Deliverables**

1. Customer support centre operations

Inbound calls- addressing queries from home applicants and other stakeholders  
Outbound calls- Proactively reaching out to stakeholders for follow-ups updates or surveys  
Interactive voice response- (IVR)- Implementing automated

## **2. Integration and collaboration**

Interface and integrate seamlessly with the Boma Yangu platform and collaborate with strategic partners , including developers, financial institutions, and MSMEs. This ensures a cohesive approach that will support stakeholders throughout the program lifecycle.

## **3. Customer support centre design and operations**

This activity involves designing a comprehensive operational approach for the customer support centre  
Setup and Implementation- Developing a detailed implementation plan with clear timelines for establishing the centre, infrastructure setup and staff

Standard operating procedures- (SOPS)- defining key procedures such as call handling, call routing, escalation protocols and system integration between AHB and the customer support centre

Reporting and analytics- - Establishing robust reporting mechanism to track key performance indicators(KPIs) such as response times, resolution rates and stakeholders satisfaction levels.

Provide detailed periodic reports to AHB to ensure transparency and continuous improvement

## **4. Call scripts and training**

Designing tailored call scripts for various scenerios , such as general inquiries, escalations and stakeholders feedback

Developing and implementing comprehensive training programs for centre staff to ensure consistency and professionalism in service delivery.

## **5. Omnichannel Support**

Includes support strategy to enhance service delivery , which must include options such:

Email support- for detailed inquiries and followups

Chat support- through the Boma Yangu platform or other digital channels for real time assistance.

## **Objectives:**

The primary objectives of this Unified CRM solution are:

- viii. Manage communication between the program and its stakeholders;
- ix. Address inquiries and provide support to all stakeholders, including homebuyers, developers, financial institutions , MSMEs and suppliers;
- x. Facilitate an efficient customer experience through structured processes that address issues and provide timely solutions
- xi. Improve customer service and satisfaction.
- xii. Enhance internal communication and collaboration.
- xiii. Streamline business processes.
- xiv. Centralize customer data for better insights and decision-making.

## **Scope of work**

- vi. Design and implement the necessary infrastructure to enable a seamless and scalable solution that meets service level expectations;
- vii. Establish robust technological systems, including call handling mechanisms, integration with Boma Yangu platform and escalation protocols to manage complex inquiries;
- viii. Develop and maintain efficient workflows to ensure timely and effective resolution of stakeholders needs, while adhering to predefined service standards and compliance requirements
- ix. Establishment, operation and management of a fully functional National Customer Support center to support the diverse and evolving needs of the Affordable Housing Program
- x. Acquire a comprehensive understanding of AHP business processes, operational requirements, and stakeholders expectations to deliver high quality support services. This includes familiarity with the Affordable Housing Board (AHB) strategic objectives, the Boma Yangu platform, and associated processes such as home allocation, financing, and project delivery.

## **Deliverables**

### **6. Customer support centre operations**

Inbound calls- addressing queries from home applicants and other stakeholders

Outbound calls- Proactively reaching out to stakeholders for follow-ups updates or surveys

Interactive voice response- (IVR)- Implementing automated

### **7. Integration and collaboration**

Interface and integrate seamlessly with the Boma Yangu platform and collaborate with strategic partners , including developers, financial institutions, and MSMEs. This ensures a cohesive approach that will support stakeholders throughout the program lifecycle.

### **8. Customer support centre design and operations**

This activity involves designing a comprehensive operational approach for the customer support centre

Setup and Implementation- Developing a detailed implementation plan with clear timelines for establishing the centre, infrastructure setup and staff

Standard operating procedures- (SOPS)- defining key procedures such as call handling, call routing, escalation protocols and system integration between AHB and the customer support centre

Reporting and analytics- - Establishing robust reporting mechanism to track key performance indicators(KPIs) such as response times, resolution rates and stakeholders satisfaction levels.

Provide detailed periodic reports to AHB to ensure transparency and continuous improvement

### **9. Call scripts and training**

Designing tailored call scripts for various scenerios , such as general inquiries, escalations and stakeholders feedback

Developing and implementing comprehensive training programs for centre staff to ensure consistency and professionalism in service delivery.

### **10. Omnichannel Support**

Includes support strategy to enhance service delivery , which must include options such:

Email support- for detailed inquiries and followups

Chat support- through the Boma Yangu platform or other digital channels for real time assistance.

## **Functional Requirements**

NO.	CRM FEATURES
1.	Contact management: The CRM system allows you to store and manage all of your customer contact information in one place. This includes contact details, demographics, and account history.
2.	Lead management: The CRM system helps you to track and manage your leads through the sales pipeline. This includes lead capture, qualification, and nurturing.
3.	Customer service: The CRM system includes a variety of features to help you provide excellent customer service. This includes case management, customer interaction tracking, and reporting and analytics.
4.	Social media integration: The CRM system integrates with popular social media platforms, such as Twitter, Facebook, Tiktok and Instagram. This allows you to track and manage customer interactions on social media from within the CRM system. You can also use the CRM system to publish social media posts and respond to customer comments and questions.
5.	Rule-based chatbot: The CRM system includes a rule-based chatbot that can be used to answer common customer questions and provide support. The chatbot can be configured to recognize and respond to specific keywords and phrases. You can also use the chatbot to route customers to the appropriate support team member for more complex issues.
6.	Natural language processing (NLP): The CRM system uses NLP to understand and process customer inquiries and requests. This allows the CRM system to provide more accurate and relevant responses to customers. NLP can also be used to automate tasks such as case routing and sentiment analysis.
<b>User Interface</b>	Intuitive and user-friendly interface. Customizable dashboards for different user roles. Accessibility compliance to ensure inclusivity
<b>Application</b>	Should have one off perpetual with unlimited users
<b>Dashboard</b>	<p>The dashboard should enable the call center users to view one report on all Key Performance Indicators (KPIs) being tracked and quick actions like assigning agents to queues or removing them to queues.</p> <p>It should also present real time data on Inbound Key Performance Indicators (KPIs):</p> <ul style="list-style-type: none"> <li>• service level</li> <li>• first call resolution</li> <li>• active calls in waiting</li> <li>• total calls</li> <li>• answered calls</li> <li>• total blocked calls</li> <li>• percentage of blocked calls</li> <li>• total abandoned calls</li> <li>• average time in queue</li> <li>• average call time</li> <li>• Average abandonment rate</li> </ul> <p>Outbound KPIs:</p> <ul style="list-style-type: none"> <li>• service level</li> <li>• first call resolution</li> <li>• active call</li> <li>• total calls</li> <li>• answered calls</li> <li>• no answer calls</li> <li>• Busy calls</li> <li>• Failed calls</li> </ul>

NO.	CRM FEATURES
	<ul style="list-style-type: none"> <li>• Congested calls</li> <li>• total abandoned calls</li> <li>• average time in queue</li> <li>• average call time</li> <li>• Average abandonment rate</li> <li>• Percentage hit rate</li> <li>• Answered calls per hour</li> </ul> <ol style="list-style-type: none"> <li>1. Agent details which include the agents who are active, on call, on a break and the queue that they are active in one view.</li> <li>2. None voice tracking</li> </ol> <ul style="list-style-type: none"> <li>• Resolution rate</li> <li>• Responded Emails</li> <li>• Total Number of Emails</li> <li>• Pending Emails</li> <li>• Responded SMS</li> <li>• Total Number of SMS</li> <li>• Pending SMSs</li> <li>• Responded Chats</li> <li>• Total Number of Chat engagements</li> <li>• Pending Chats</li> <li>• Responded Social Media Chats</li> <li>• Total Number of Social Media Chats engagements</li> <li>• Pending Social Media Chats</li> </ul>
	<p>Interactive Voice Response (IVR) usage and tracking reports - that enables the admin to get the number of callers who listened to the IVR and the options that they selected while interacting with the IVR.</p> <p>Campaign Management - that supports outbound calls and tracking through:</p> <ul style="list-style-type: none"> <li>- Agent Led</li> <li>- Voice Broadcast</li> <li>- SMS blasts</li> <li>- Email blasts</li> </ul> <p>Survey Tool - To enable the admin to track and carry out a survey via call or self-filling written Surveys via SMS or Email with real-time reports.</p> <p>Abandoned Calls - Generates a list of abandoned calls with the option to call them back individually or in bulk.</p> <p>Schedule Call Backs for agents – To their own extensions or an external phone number with attached reasons. Timely reminders should be accompanied with each call back.</p> <p>Call recording - an admin can listen and track all inbound and outbound calls daily, weekly and monthly or a custom period.</p>
	<p>Progress Reports - based on inbound and outbound KPIs of the call center and per agent for a given period of time.</p> <p>Integrated Agent Platform</p> <ul style="list-style-type: none"> <li>- Linked with other contact center facets; CRM, Ticketing system, knowledge base, workforce management...</li> <li>- Single sign on</li> <li>- Multiple channels (Voice, Facebook, Twitter, Email &amp; Chat)</li> <li>- Channel Availability management; paused or active.</li> <li>- Agent hot-desking</li> </ul>
<b>Customer Record Management</b>	<p>Geographical configuration – setup the selected country and regions dynamically.</p> <p>Dynamically modify client details. E.g. name, email, phone number, birthdays...</p> <p>Bulk upload of client details.</p>

<b>NO.</b>	<b>CRM FEATURES</b>
	<p data-bbox="475 128 1287 159">Allows an agent and the CRM admin to feed in caller details sequentially.</p> <p data-bbox="475 197 1321 228">Manage real-time caller information during calls; add or edit existing details.</p> <p data-bbox="475 266 894 298">Customizable reports of client details.</p>
<b>Ticketing features</b>	<p data-bbox="475 302 1395 365">Access Channels - SMS, email, web chat, voice and social media as customer touch points.</p> <p data-bbox="475 375 1068 407">Configuration of customizable ticket number formats.</p> <p data-bbox="475 478 1224 510">Call wrap up code management - brief description of a ticket report.</p> <p data-bbox="475 558 1395 621">Provides ticket structure customization through dropdowns, text, date, checklist options.</p> <p data-bbox="475 625 1024 657">SLA and overdue tickets dynamic configurations.</p> <p data-bbox="475 661 1395 724">Escalation matrix management – Grouping of users according to roles/responsibility and the ticket life cycle configurations.</p>
	<p data-bbox="475 758 1395 821">Configurable push notifications through SMS and email on various important status changes.</p> <p data-bbox="475 825 1395 888">Allows an agent to write a report/take notes on what the call was about by either escalating, pending or resolving the ticket.</p> <p data-bbox="475 919 1395 982">Provides the option of reopening a ticket that was escalated or that has a pending status.</p> <p data-bbox="475 993 1395 1056">Generates a daily, weekly or monthly tabular and graphical report on the tickets recorded</p>
<b>Work Force Management</b>	<p data-bbox="475 1073 1395 1136">Allows configuration of the call center shift hours, peak hours and the least number of agents that should be available on the floor on a peak hour.</p> <p data-bbox="475 1178 1395 1209">Updating and adding the tasks that the agents handle i.e. shift assignments, roles...</p> <p data-bbox="475 1262 1243 1293">Assignments of shifts and daily, weekly or monthly tracking of shifts.</p> <p data-bbox="475 1335 1092 1367">Display of agent’s weekly personal shifts on their portal</p> <p data-bbox="475 1398 1395 1461">Allow agent to request for changes in their shift times or days according to policies in place.</p> <p data-bbox="475 1482 1365 1514">Configurable push notifications through SMS and email or the notifications area.</p>
<b>Knowledge Base Management</b>	<p data-bbox="475 1545 1252 1577">Management and display of glossary on admin and/or agent platforms.</p> <p data-bbox="475 1619 1395 1682">Article management through adding and publishing articles under a selected category and content management.</p> <p data-bbox="475 1713 1354 1745">Display of published articles or glossary on the agent portal for real-time usage.</p> <p data-bbox="475 1818 1395 1881">Generates a list of authors and most failed queries to place the need for an article on the queries to be published.</p> <p data-bbox="475 1913 1317 1944">Configurable push notifications through SMS and email or notification area.</p>

<b>NO.</b>	<b>CRM FEATURES</b>
<b>User Management</b>	<p>Allows users to login and log out of the system</p> <p>Creation of new users/roles of the system; call center agents, CRM admin, ticketing admin, ticketing user, call center admin and the super admin.</p> <p>Change Password – forgot password tool or by requesting the super admin to change the password.</p> <p>Display and deactivation of all the system users</p> <p>Configurable push notifications through SMS and email or the notification area.</p> <p>Group management of ticketing system users based on levels/user roles.</p> <p>Agent Break management – Setup the maximum amount of time an agent can be on break.</p> <p>Agent extension management – view registered agents and their availability status. Add new or remove existing ones.</p> <p>Configuration of the email will be used to send out all the email notifications in the system as well as inbound emails for the Email channel.</p>
<b>Data Management</b>	<p>Centralized customer database with easy data import/export functionality. Integration with existing data sources and systems.</p> <p>Robust data security measures, including encryption and access controls.</p>
<b>Application Programming Interface(s)</b>	<p>Offers an internal ticketing system API where you can have multiple deployment models –</p> <ul style="list-style-type: none"> <li>- On premise, Cloud or Hybrid solution.</li> <li>- Configure different combinations of the three modules described.</li> </ul> <p>External APIs – Plug into your existing software solutions to enhance your productivity seamlessly.</p>
<b>Process Management - Automation and Workflow</b>	<p>Customizable automation rules and triggers.</p> <p>Integration with third-party applications.</p> <p>Workflow automation and process management capabilities to streamline routine tasks such as sales, marketing, and service tasks.</p> <p>Break complex processes into easily achievable tasks, assign them to the right team members, and track their progress.</p> <p>Ensure critical tasks always stay on track, build workflows spanning multiple departments.</p> <p>Automate critical customer service tasks such as ticket assignment.</p>
<b>Architecture</b>	<p>Web-based solution that can be deployed across multiple servers with the master database centralized in a single server. Web-based interface with support for various browsers</p>

NO.	CRM FEATURES
<b>Communication and Collaboration</b>	<p>Connect with teams no matter where they're working from.</p> <p>Bring the various teams under one roof and facilitate seamless collaboration with chat, audio calls, video calls, and screen-share features.</p> <p>Share crucial customer information across departments ensure that all your customer-facing teams are on the same page.</p> <p>Have project management tools enabling teams to stay organized and on track with their objectives at every stage of the customer lifecycle.</p> <p>Collaborate in real time across every channel to achieve maximum engagement for every customer interaction.</p> <p>Quickly and easily share your documents, spreadsheets, presentations, and PDFs with anyone in your organization.</p>
<b>Multi-channel Engagement</b>	<p>Unify all the channels that customers and all teams use including phone, email, live chat, surveys, and social media in one place without losing context,</p> <p>Enable teams to view and respond to all interactions and maintain continuity across every channel, regardless of the mode of engagement.</p> <p>Easy and contextual team collaboration across all channels for all members of the organization.</p> <p>Create and send email campaigns, make calls, engage with your audience across different social media channels, send surveys, and more.</p> <p>Help stay informed about customer interactions in real-time across departments, and all third-party apps and act on them instantly from a unified panel.</p> <p>Categorize tickets based on priority and view and respond to customer tickets from a single, universal inbox. View relevant customer context for incoming tickets.</p>
<b>Reporting and Analytics</b>	<p>Comprehensive reporting tools with customizable templates in one place</p> <p>Real-time analytics for informed decision-making.</p> <p>Historical data analysis for trend identification.</p> <p>Ability to turn raw data into actionable insights, performance, spot trends, predict anomalies, and make informed, data-driven decisions.</p> <p>Ability to measure important metrics, visualize data in the form of charts and widgets, uncover hidden insights, and transform business data into easy-to-understand reports and dashboards.</p> <p>Ability to share and export generated reports with teammates and external stakeholders.</p> <p>Measure the ROI of digital marketing such as Google ad spend, visualize campaign performance, and plan your next marketing strategy more effectively</p> <p>Blend data across service functions and build reports and dashboards to get holistic insights into the organization.</p> <p>Import data from business apps you already use and build reports and dashboards for them.</p> <p>Keep team members from different departments in the loop by sharing the reports and dashboards you create and collaborate with them in real time.</p> <p>Import business data from spreadsheets, your Adwords account, or a cloud service like Google Drive, as well as visualize them as intuitive reports and dashboards to obtain deep business insights.</p> <p>Clean, prepare, and visualize data</p> <p>Accurately predict the needs of the teams to manage next future campaigns more effectively.</p> <p>Track project progress and manage team workload effectively</p> <p>Analyze and understand web traffic metrics</p>
<b>Mobile Accessibility</b>	<p>Mobile-friendly interface for on-the-go access.</p> <p>Cross-platform compatibility (iOS, Android, etc.).</p>
<b>AI Integration</b>	<p>Inbuild intelligent assistant to help the team members in their roles.</p> <p>Suggests the best time to contact a prospect, answers support calls on your behalf, and reduces your teams' overall manual effort.</p>

NO.	CRM FEATURES
<b>Integrations</b>	The CRM should provide the ability to customize and extend its scope to meet the organization needs Some popular third-party integrations APIs to extend the platform to create additional modules, fields, and workflows. Mobile and web SDKs to create custom integrations and applications Support for industry-standard integration protocols.
<b>Publishing across multiple platforms</b>	<ul style="list-style-type: none"> <li>• Ability to publishing across multiple social media platforms</li> <li>• Provide tools for social media posting, scheduling and real-time communication across networks and devices.</li> <li>• Ability to analyze and reuse content</li> </ul>
<b>Social listening</b>	<ul style="list-style-type: none"> <li>• Brand monitoring and analyzing social data and providing insights to topics, hashtags and influencers relative to brand mentions.</li> <li>• Ability to track social media activities across all networks and discover trends and opportunities</li> <li>• Ability to track and monitor keywords, hashtags, phrases, complex queries and influencers</li> </ul>
<b>Mobile accessibility</b>	<ul style="list-style-type: none"> <li>• Convenient access through mobile app on the go</li> <li>• Schedule, review, and publish all social media content directly from the app.</li> </ul>
<b>Social media analytics</b>	Track the performance of all social media platforms and blogs in one dashboard. <ul style="list-style-type: none"> <li>• Enable notifications and produce detailed daily and weekly reports.</li> <li>• Compare network performance of all the social media platforms</li> </ul>
<b>Monitoring and Reporting</b>	<ul style="list-style-type: none"> <li>- Enhance monitoring through a single platform for receiving all messages and comments thereby prioritizing conversations, assigning appropriate team members and resolve complaints in a timely manner.</li> <li>• Ability to track KPIs in one dashboard in real-time</li> <li>• Ability to generate personalized comprehensive reports for all the KPIs (Scheduled and need based).</li> <li>• Ability to generate and email automated periodic reports</li> <li>• Ability to generate personalized need specific reports</li> <li>• Ability to schedule reports</li> <li>• Ability to Export and download all data in raw CSV format, PDF and other popular formats</li> </ul>
<b>Workflow management</b>	<ul style="list-style-type: none"> <li>• Team and user management by assigning roles and permissions to various users.</li> <li>• Ability to create and manage approval workflows for teams to streamline collaboration.</li> </ul>
<b>Social Intelligence and Reputation management</b>	<ul style="list-style-type: none"> <li>• Ability to track conversations and ROI by connecting business changes with social activity</li> <li>• Ability to track brand reputation by monitoring data from the directories, listings, and online review sites, websites important to the brand.</li> </ul>
<b>Content gallery</b>	<ul style="list-style-type: none"> <li>• The tool should enable users to upload, store and share content (including photos and videos) within the tool.</li> </ul>
<b>Integrations</b>	<ul style="list-style-type: none"> <li>• Ability to integrate different social media platforms into one interface and schedule multiple tasks across the different social media platforms as well as our existing systems and programs such as CRM and Desk.</li> </ul>
<b>User management</b>	Team management (define user roles) and collaboration

NO.	CRM FEATURES
<b>Training</b>	<p>Describe on-site training for the system(s), ongoing training, web-based training, user groups and other continuing training opportunities and associated costs.  Development of Training, System, User and technical manuals</p> <ul style="list-style-type: none"> <li>• Development of Operational Manuals for all solution configuration and related Software</li> </ul> <p>monthly reports on job training and knowledge Transfer  They should also provide a user manual and other requisite training materials.</p> <p><b>The training shall encompass</b> installation, operation, maintenance and management of the system and shall address the following:  Systems administrators (ICT Staff)–  Technical users  Top management</p> <p><b>Details of training to be offered,</b>  System configuration, administration, monitoring, management, maintenance, backing up, and report generation,  Bringing the system offline and online,  Recovery and restoration procedures,  Troubleshooting for system faults,  Support and helpdesk procedures,  Day-to-day operations  Training should involve staff in missions abroad.</p>
<b>Scalability and Flexibility</b>	<p>Ability to scale with the growth of the state department.  Flexible configuration options to accommodate future changes</p>
<b>Data Migration</b>	<p>ensure a smooth transition, we will migrate existing customer data and historical interactions into the CRM system. This includes data from various sources, such as spreadsheets, databases, and previous customer records.</p>
<b>Testing and Quality Assurance</b>	<p>Rigorous testing and quality assurance protocols will be applied to the CRM system to ensure its reliability, security, and accuracy. This phase will involve identifying and rectifying any issues before system deployment.</p>
<b>Onboarding</b>	<p>The Firm will be expected to facilitate the onboarding of all the customer services including but not limited support desk and social media.</p>
<b>Confidentiality</b>	<p>During the contract period, the firm will be required to treat all the information accessed with confidentiality.</p>
<b>Deployment</b>	<p>Upon successful testing and approval, the system to be deployed across the department.</p>
<b>Support and Maintenance</b>	<p>The vendor shall provide continuous support, maintenance, and updates to ensure the CRM system operates at peak efficiency. This includes addressing any technical issues promptly and implementing system enhancements as required.</p>
<b>Draft SLA</b>	<p>The Department requires a signed Service Level Agreement that stipulates the metrics by which technical performance of the unified CRM solution can be assessed.</p>

**WORK SCHEDULES AND SPECIFICATIONS**

**Drawings and test results will be required to:**

Prepare and submit "as installed drawings" and necessary printing including any electrical, ICT and civil works. Drawings to include Design Blueprints –3 sets for all categories. The reports are to be submitted in digital format (flash disk).

Prepare and submit all equipment and test results, including fluke tests. The reports are to be submitted in digital format (flash disk).

**1.1 Installation Requirements**

The bidder shall supply and install the cabling infrastructure as specified below;

*1.1.1 Structured Cabling Specifications*

1. Horizontal cabling will consist of data cables specified up to 500 MHz in compliance with ANSI/TIA/EIA 568-B.2.1 specification for CAT 6a Cabling Systems. The cable can be run not more than 75 meters.
2. Horizontal data cables would terminate on the rack.

#### *1.1.2 Work Area Outlets*

- 1) Each work area outlet location shall be provided with Category 6a cables. The outlets' faceplates shall be flush mounted on the metal trunking.
- 2) All work area outlets shall comprise a dual port Category 6a performance module.
- 3) The modular jacks shall be terminated using a non-impact termination tool. The colour coding shall be consistent with T568B wiring standards.
- 4) Work Area Outlets Installation
- 5) All outlets shall be installed in the following manner:
- 6) Cables shall only be coiled in the trunking or surface mount boxes if adequate space is present to house the cable coils without exceeding the manufacturer's bend radius restrictions.
- 7) Excess wire can be stored in the wall in hollow wall installations where box-eliminators are used.
- 8) No more than 12" of slack shall be stored in an in-wall box, modular furniture pathways or insulated walls.
- 9) Excess slack may be neatly coiled and stored in the ceiling above each drop location when there is insufficient space in the outlet box to store cable slack.

#### *1.1.3 Network cable termination*

1. Each cable shall be terminated in the following way:
2. Cables shall be routed and terminated following the recommended standards as ANSI/TIA/EIA-568-B. And in line with the best industry practices.
3. Pair untwist at the termination end shall not exceed 0.5 inches to the Category 6a terminations module.
4. Bend radius of the cable in the termination area shall not be less than 4 times the cable's outside diameter.
5. The cable jacket shall be maintained as close as possible to the termination module.

#### *1.1.4 Horizontal Cable Specification*

1. All horizontal cables shall be 24 AWG 500 MHz 4-pair 100 ohms UTP.
2. The insulation shall be suitable for indoor installation, PVC (CMX, IEC 332.1) rated and be independently verified for compliance to ANSI/TIA/EIA-568-B.2.1 standards.
3. The cable shall have a central isolation member.
4. The cable shall be from an approved manufacturer for extended warranty.
5. Cable performance shall be independently verified to ensure Category 6a performance requirements.

#### *1.1.5 Horizontal Distribution Cable Installation*

1. Cables shall be installed following the manufacturer's recommendations and industry requirements.
2. Cables shall be installed in continuous lengths from the origin to the destination unless addressed in this document.
3. Suppose a j-hook or trapeze is used to support the cable bundles. In that case, all horizontal cables shall be supported at a maximum of three feet intervals and no point shall the cables rest on any acoustic ceiling grids or panels.
4. Horizontal distribution cables shall be bundled in groups of not greater than 40 cables, as these could cause deformation of the cables near the bottom of the bundle.
5. Cables shall not be installed above any fire-sprinkler system or other sensors system. The cables shall not be attached to the system or any ancillary equipment or hardware.
6. The cabling system and support hardware shall be installed not to obscure any control devices, fire alarm system, valves or connecting boxes etc.
7. Cables shall not be attached to the ceiling grid or electrical supporting systems.
8. Where support for drop cable legs is required, clips or hooks shall be installed to support the cabling.
9. A self-adhesive label shall identify cables following the system document section of this specification.
10. Cable identification shall also be applied to the cables behind the faceplates on a section of the cable that can be accessed easily by removing the faceplate.
11. Bend radius of the cable in the termination area shall not be less than 4 times the cable's outside diameter.
12. Pulling tension on the cables shall not exceed 25 pounds for the single cable or cable bundle.

### *1.1.6 Horizontal Interconnect Specification*

1. Horizontal interconnect shall consist of Category 6a patch panels mounted below the fiber optic termination trays where such exist and its cable management rack. The installed system shall comply with all TIA/EIA and ISO Category 6/Class A requirements.

### *1.1.7 Horizontal Cross-Connect Installation*

Copper terminations and management hardware shall be installed in the following manner:

1. Cables shall be routed and terminated following the recommended standards as ANSI/TIA/EIA-568-B and in line with the best industry practices.
2. Pair untwist at the termination end shall not exceed 0.5 inch to the Category 6a terminations module.
3. Bend radius of the cable in the termination area shall not be less than 4 times the cable's outside diameter.
4. The cable jacket shall be maintained as close as possible to the termination module.
5. Cables shall be neatly bundled and routed to their respective panels.
6. Each panel shall be fed by a bundle separated and routed back to the cable entrance point into the rack or frame.
7. Each cable shall be clearly labelled on the cable jacket behind the patch panel at a location that can be viewed without removing the bundle support ties.
8. Cable labels shall not be obscured from view.
9. Each port shall be identified with unique labels and correspond to the documentation of as-is drawings.

### *1.1.8 Cable Assemblies*

1. Data cable assemblies used for horizontal patching and at the workstation shall be Category 6a, 4-pair assemblies.
2. Twisted pair data patch cords shall be factory-assembled by the cabling system manufacturer.
3. Each workstation shall require at least a 3-meter Category 6a patch cord and shall be factory-assembled, except where alternative lengths are required.
4. These need to be factory-assembled as well. There shall be one patch cord per network point.

### *1.1.9 Patch Cord Specification*

Workstation patch cords shall be Category 6a patch cord assemblies either 1 meter or 3 meters long, constructed using modular RJ45 and wired to the T568A/B wiring.

### *1.1.10 Fiber Patch Cord Specification*

1. Wherever these are installed, backbone data patch cords shall be fibre optical assemblies, factory-terminated using duplex connectivity, 1-meter-long, 50/125-micrometre multimode cable.
2. Unless specifically changed, the duplex cable shall have SC connectors on either side.

### *1.1.11 Wireless Connection*

Each AIC to be installed with wireless access points. The location to be identified where it is central.

### *1.1.12 Testing*

Fluke tests shall be conducted and results provided to ascertain the continuity of cable runs and integrity of Cat 6a and fiber cable terminations.

## **1.2 Project Management Requirements**

The selected bidder shall be responsible for project management, including planning, oversight, and coordination in consultation with the procuring entity. The following specific Project Management activities shall be performed.

### **1.2.1 Project Staffing**

The bidder shall be responsible for providing adequate qualified staff for the project to accomplish the implementation and provide the associated services following the contractually established schedule.

The project-staffing plan shall include the identity and qualifications of the key staff assigned to the project, including key individuals for the positions outlined in the next section.

#### **a. Project Manager**

The selected bidder shall provide a dedicated and full-time Project Manager whose project management responsibilities shall include:

1. Planning and monitoring project activities.
2. Working with the Contract Implementation Team (CIT) to ensure a timely and effective response.
3. Reporting on project status.

4. Providing analytical and technical expertise as required by the project.
5. Management and quality assurance of all required implementation and support services.

**b. Network Installations Teams**

The selected bidder shall provide dedicated network installation teams for all sites, and the responsibilities shall include the following:

1. Configuration and integration of all active devices to the network
2. Design and implementation of the network.
3. Oversee and performs the physical setup of a network, assuring the integrity of communications and connections.
4. Document all the network installations for this project.

**LAN Router Specifications**

	<b>Item Description</b>	<b>Minimum Specifications</b>	<b>COMPLIANCE EVALUATION (YES AND NO)</b>
	Make	Declare make and model.	
	Form Factor	2 RU	
	Integrated WAN Ports	3 Gigabit Ethernet	
	Interface slots (enhanced high-speed WAN interface card.	4 slots	
	Service-module slots	1 slot	
	Integrated services module (ISM) slots		
	Packet-voice data module (PVDM) slots	2 slots	
	USB Ports (v2.0)	2 ports	
	Memory	2.5 GB SDRAM , 512MB Flash	
	Data Link Protocols	Fast Ethernet, Gigabit Ethernet	
	Network / Transport Protocols	IPSec, L2TPv3	
	Routing Protocol	OSPF, IS-IS, BGP, EIGRP, DVMRP, PIM-SM, IGMPv3, GRE, PIM-SSM, static IPv4 routing, static IPv6 routing	
	Remote Management Protocol	SNMP, RMON	
	Power: AC Adapter	65W (19V 3.42A) Auto-sensing, 100-240V / 50-60Hz input	
	Software, Support and Security Compliant Standards	IEEE 802.3ah, IEEE 802.1ah, IEEE 802.1ag	
	Environmental Compliance	RoHS Compliant, EPEAT™ Gold, Energy Star Qualified	
	Manufacturer's Authorisation	Attach a Manufacturer's Authorization Form (MAF) from OEM or authorised partner/ distributor/dealer.	
	Warranty	3 Years pro support warranty from OEM (attach warranty statement)	
	Supporting Document	Attach the manufacturer's technical datasheet/brochure.	

	<b>Item Description</b>	<b>Minimum Specifications</b>	<b>COMPLIANCE EVALUATION (YES AND NO)</b>
	Make & Model	Declare make & model.	
	Interface	24 x 10/100/1000 PoE+	
	Stackable	Yes	
	Layer 3 Support	Yes	
	Security	Embedded Secure Sockets Layer (SSL)	
	Transceivers	4 x 10 SFP+	
	Manufacturer's Authorisation	Attach a Manufacturer's Authorization Form (MAF) from OEM or authorised partner/distributor/dealer.	
	Warranty	3 Years pro support warranty from OEM (attach warranty statement)	
	Supporting Document	Attach the manufacturer's technical datasheet/brochure.	

### Wireless Access Points

<b>No.</b>	<b>Item Description</b>	<b>Minimum Specifications</b>	<b>COMPLIANCE EVALUATION (YES AND NO)</b>
	Make & Model	Declare make & model	
	Remote management	Central Management Controller	
	Range	180 metres	
	Speed	300 Mbps with 2.4 GHz	
	Security	Security Lock & Guest Traffic Isolation	
	Power supply	Passive Power over Ethernet (12-24V) with 24V, 0.5A PoE power supply Adapter Included	
	Accessories	Ceiling Kits Included for Mounting	
	Trunking standards	802.1Q VLAN	
	Antenna	Integrated 3 dBi Omni (2x2 MIMO with Spatial Diversity) antenna	
	Security Protocol	WEP, WPA-PSK, WPA-Enterprise (WPA/WPA2, TKIP/AES) security	
	SSID support	Support BSSID Support 100+ concurrent client Support Per-User Rate Limiting	
	Manufacturer's Authorisation	Attach a Manufacturer's Authorization Form (MAF) from OEM or authorised partner/ distributor/dealer.	
	Warranty	3 Years pro support warranty from OEM (attach warranty statement)	
	Supporting Document	Attache the manufacturer technical data sheet	

### Laptop Specifications

<b>Feature</b>	<b>Minimum Specifications</b>	<b>Bidder's Specifications</b>	<b>COMPLIANCE EVALUATION (YES AND NO)</b>
<b>Operating system</b>	Windows 11 Pro 64 (Factory pre-installed)		
<b>Processor family</b>	13th Generation Intel® Core™ i7 processor		

<b>Processor</b>	13th Gen Intel® Core™ i7-1355U (12 MB cache, 10 cores, 12 threads, up to 5.00 GHz Turbo)		
<b>Graphics</b>	Integrated: Intel® UHD Graphics		
<b>Memory</b>	16 GB RAM (1 x 16 GB)		
<b>Memory slots</b>	2 SODIMM		
<b>Internal Storage</b>	512 GB, M.2 2230, PCIe® NVMe™ SSD, Class 35		
<b>Display</b>	13" - 14" FHD (1920x1080) Touch, Anti-Glare, IPS, 300 nits, FHD IR Camera+IP, WLAN		
<b>External I/O Ports</b>	2 USB Type-A 5Gbps signaling rate (1 charging, 1 power); 1 AC power; 1 HDMI 2.1; 1 stereo headphone/microphone combo jack; 1 RJ-45; 2 USB Type-C® 10Gbps signaling rate (USB Power Delivery, DisplayPort™ 2.1)		
<b>Audio Features</b>	Audio by Bang & Olufsen, quad stereo speakers		
<b>Webcam</b>	720p HD camera FHD Camera with Intelligent Privacy, Temporal Noise Reduction, Camera Shutter, Mic		
<b>Keyboard</b>	Premium Keyboard – spill-resistant, backlit keyboard		
<b>Wireless technology</b>	Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth® wireless card MU-MIMO Driver, Bluetooth		
<b>Power supply</b>	65W AC adapter, USB Type-C, TCO Gen9 compliant		
<b>Power Cord</b>	UK Power Cord		
<b>Battery</b>	3 Cell, 54 Wh, ExpressCharge™, ExpressCharge™ Boost capable		
<b>Fingerprint technology</b>	Fingerprint reader		
<b>Energy efficiency</b>	ENERGY STAR® certified		
<b>Warranty</b>	1 year (1/1/0) limited warranty includes 1 year of parts and labor.		
<b>Packaging</b>	Standard Factory Packaging (all in one box)		
<b>Security</b>	Fast identity Online (FIDO) authentication capabilities (should have capability of locating it and shutting it down from any location if lost) Kensington Lock Slot		
<b>Accessories (Same brand as laptop)</b>	Wireless Mouse		
	Executive laptop Backpack		
<b>Other accessories</b>	20 Laptop Locks (one for each laptop)		
<b>Brochure</b>	Original brochure from the manufacturer with product information		

## Desktop Specifications

Feature	Minimum Specifications	Bidder's Proposal	COMPLIANCE EVALUATION
<b>Processor</b>	Intel® Core™ i5-13400T 4.4 GHz with Intel® Turbo Boost Technology, 20 MB L3 cache, 10 cores, 16 threads		
<b>Graphics</b>	Integrated: Intel® UHD Graphics 730		
<b>Display</b>	23.8" diagonal, FHD (1920 x 1080), IPS, three- sided micro-edge, anti-glare, 250 nits		
<b>Memory</b>	8 GB DDR4-3200 MHz RAM (2 x 4 GB)		
<b>Memory slots</b>	2 SODIMM		
<b>Storage</b>	256 GB PCIe® NVMe™ M.2 SSD		
<b>Secondary storage</b>	1 TB 5400 rpm SATA HDD		
<b>Network interface</b>	Integrated 10/100/1000 GbE LAN		
<b>Wireless technology</b>	Realtek RTL8852BE Wi-Fi 6 (2x2) and Bluetooth® 5.3 wireless card (supporting gigabit data rate) [11,12,13]		
<b>Power supply</b>	150 W Smart AC power adapter		
<b>External I/O Ports</b>	Rear: 1 USB Type-C® 5Gbps signaling rate; 1 USB Type-A 5Gbps signaling rate; 2 USB 2.0 Type-A; 1 RJ-45		
<b>Expansion slots</b>	2 M.2 (1 for SSD, 1 for WLAN)		
<b>Video connector</b>	1 HDMI-out 1.4; 1 HDMI-in 1.4b		
<b>Webcam</b>	True Vision 5 MP IR privacy camera with temporal noise reduction integrated dual array digital microphones, 1.4 µm camera sensor[30]		
<b>Audio Features</b>	Audio by B&O; Dual 4 W speakers		
<b>Energy efficiency</b>	EPEAT® registered ENERGY STAR® certified		
<b>Keyboard</b>	Black/White Wireless Keyboard and mouse combo		
<b>Warranty</b>	1-year limited hardware warranty. 1-year limited technical support for software and initial setup		
<b>Brochure</b>	Original brochure from the manufacturer with product information		

### Training of the ICT Technical Team

The ICT technical staff will receive detailed training on the solution provided. Training should be done to at least 3 ICT This shall be hands-on during the project roll-out. Signed attendance sheets of trained staff will be required.

### PRICE SCHEDULE

**MUST FILL THE PRICE SCHEDULE IN THE FORMAT PROVIDED**

#### 5. REQUIREMENTS AND PRICE LIST PER AIC.

##### 1. 5<sup>th</sup> FLOOR PRISM TOWERS

	<b>Item Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate (KShs)</b>	<b>Cost (Kshs)</b>
Connectivity - [Wireless Access Points, Power, LAN Switches and Routers]	Distance between Server room and AIC - installation on fibre	Metres	65		
	No. of data ports	No.	8		
	Length of Trunking	Metres	22		
	Length of Cabling	Metres	160		
	6-port power extension Cable	No.	1		
	Cabinet (9U)	No.	1		
	Wireless Access Points	No.	2		
	Switch	No.	1		
	Router	No.	1		
	Laptops	No.	30		
	Desktops	No.	5		
	<b>Sub Totals</b>				

### **Management and accountability of the assignment**

The Affordable Housing Board is the Client for these services. The Chief Executive Officer will be responsible for all contractual matters. The Chief Executive Officer shall appoint a Project Coordinator and a Committee to oversee the assignment. The Project Coordinator will be responsible for the overall direction of the assignment reporting to the Chief Executive Officer and provide oversight on behalf of the Board and stakeholders. The Consultant will report on all technical matters to the Project Coordinator and will ensure adequate briefings to the Client. The Client will assign relevant staff to work with the Consultant for purposes of capacity building and knowledge transfer.

### **Obligations of the Client**

The Client will provide the following support to the Consultant:

- a. Office space for joint meetings and working sessions in the official use in delivery of the services.
- b. All relevant documentation available to the consultant, such as the List of completed, ongoing and proposed AH projects, Project Development Guidelines, Periodic reports, , etc.
- c. Contacts of key stakeholders.
- d. Introductory letters to key stakeholders to facilitate communication.
- e. Facilitation for review and dissemination meetings with key stakeholders; and
- f. Facilitation for liaison with other program implementing partners.

### **Obligations of the Consultant**

The Consultant undertakes to perform the assignment with the highest standards of professional and ethical competence and integrity. The Consultant is expected to undertake activities that will ensure that output is consistent with the professional and legal requirements. The Consultant shall be responsible for the provision of the required equipment and requisite software to perform the assigned duties, transport, accommodation, insurance, communication, and other associated costs.

### **1. Confidentiality, propriety rights of Client in reports and records**

All the reports, data, and information developed, collected, or obtained from the implementing agencies etc., Client, and other Institutions during this exercise shall belong to the Client. No use shall be made of them without prior written authorization from the Client.

At the end of the Services, the Consultant shall relinquish all data, manuals, reports and information (including the database, codes, and related documentation) to the Client and shall make no use of them in any other assignment without prior written authority from the Client.

## SECTION 6. CONDITIONS OF CONTRACT AND CONTRACT FORMS

### Preface

1. This Section includes two types of standard contract forms for: A Lump-Sum Contract and a Time-Based Contract. Each type includes General Conditions of Contract (“GCC”) that shall not be modified, and Special Conditions of Contract (“SCC”). The SCC includes clauses specific to each contract to supplement, but not over- write or otherwise contradict, the General Conditions of Contract.
2. Lump-Sum Contract. This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as draft or final reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified out puts and milestones. Never the less, quality control of the Consultant's outputs by the Procuring Entity s paramount.
3. Time-Based Contract. This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Procuring Entity to closely supervise the Consultant and to be involved in the daily execution of the assignment.
4. The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. In some consultancy assignments such as design and construction supervision, both Lump- Sum and Time-Based Contracts are used and signed with the Consultant. In that case, the Lump-Sum Contract would apply for the design part of the Services while the construction supervision part would be based on a Time- Based Contract. In such event, both types of contracts shall be signed at the same time.

## CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum Contract

Consulting Services

for:

Contract No.: \_\_\_\_\_

Contract Description: \_\_\_\_\_

Between

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

and

\_\_\_\_\_ [Name of the  
Consultant]

Date:

**FORM OF CONTRACT - LUMP-SUM**

*(Text in brackets [ ] is optional; all notes should be deleted in the final text)*

This CONTRACT (herein after called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Entity]* (herein after called the “Procuring Entity”) and, on the other hand, *[name of Consultant]* (herein after called the “Consultant”).

*[If the Consultant consists of more than one entity, the above should be partially amended to read as follows: “... (hereinafter called the “Procuring Entity”) and, on the other hand, a Joint Venture (name of the JV) /consortium consisting of the following entities, each member of which will be jointly and severally liable to the Procuring Entity for all the Consultant's obligations under this Contract, namely, [name of member]and [name of member] (herein after called the “Consultant”).]*

**WHEREAS**

- a) The Procuring Entity has requested the Consultant to provide certain consulting services as defined in this Contract (herein after called the “Services”);
  - b) the Consultant, having represented to the Procuring Entity that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
  - c) the Procuring Entity has set aside a budget and funds toward the cost of the Services and intends to apply a portion of these funds towards payments under this Contract;
- NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached here to shall be deemed to form an integral part of this Contract:
  - a) The General Conditions of Contract;
  - b) The Special Conditions of Contract;
  - c) Appendices:
    - Appendix A: Terms of Reference
    - Appendix B: Key Experts
    - Appendix C: Breakdown of Contract Price
    - Appendix D: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: The Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

- 2. The mutual rights and obligations of the Procuring Entity and the Consultant shall be asset for thin the Contract, in particular:
  - a) The Consultant shall carryout the Services in accordance with the provisions of the Contract; and
  - b) the Procuring Entity shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHERE OF, the Parties here to have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of..... *[Name of Procuring Entity]*  
*[Authorized Representative of the Procuring Entity–name, title and signature]*

For and on behalf of..... *[Name of Consultant or Name of a Joint Venture]*  
*[Authorized Representative of the Consultant–name and signature]*

*[Note: For a joint venture/consortium, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]*

For and on behalf of each of the members of the Consultant..... *[Insert the Name of the Joint Venture]*  
*[Name of the lead member]*  
*[Authorized Representative on behalf of a Joint Venture/consortium] [Add signature blocks for each member if all are signing]*

## SECTION 7: GENERAL CONDITIONS OF CONTRACT

### A. General Provisions

#### 1. Definitions

1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) “Applicable Law” means the laws and any other instruments having the force of law in Kenya.
- b) “Consultant” means a legally-established professional consulting firm or entity selected by the Procuring Entity to provide the Services under the signed Contract.
- c) “Contract” means the legally binding written agreement signed between the Procuring Entity and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- d) “Procuring Entity” means the Procuring Entity that signs the Contract for the Services with the selected Consultant.
- e) “Day” means a working day unless indicated otherwise.
- f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- h) “Foreign Currency” means any currency other than the currency of Kenya.
- i) “GCC” mean these General Conditions of Contract.
- j) “Government” means the government of Kenya.
- k) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.
- l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- m) “Local Currency” means the Kenya Shillings, the currency of Kenya.
- n) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part here of under the Contract.
- o) “Party” means the Procuring Entity or the Consultant, as the case may be, and “Parties” means both of them.
- p) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- q) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- r) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- t) “Third Party” means any person or entity other than the Government, the Procuring Entity, the Consultant

or a Sub-consultant.

## 2. Relationship between the Parties

- 2.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Procuring Entity and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## 3. Law Governing Contract

- 2.2 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of Kenya.

## 4. Language

- 4.1 This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## 5. Headings

- 5.1 The headings shall not limit, alter or affect the meaning of this Contract.

## 6. Communications

- 6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the English Language. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

- 6.2 A Party may change its address for notice here under by giving the other Party any communication of such change to the address specified in the SCC.

## 7. Location

- 7.1 The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as the Procuring Entity may approve.

## 8. Authority of Member in Charge

- 8.1 In case the Consultant is a Joint Venture, the members hereby authorize them ember specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Entity under this Contract, including without limitation the receiving of instructions and payments from the Procuring Entity.

## 9. Authorized Representatives

- 9.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring Entity or the Consultant may be taken or executed by the officials specified in the SCC.

## 10. Corrupt and Fraudulent Practices

- 10.1 The government requires compliance with its policy regarding corrupt and fraudulent/prohibited practices as set forth in its laws and policies.

- 10.2 Commissions and Fees-**The Procuring Entity requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract by the Procuring Entity and/or sanctions by the PPRA.

## B. Commencement, Completion, Modification and Termination of Contract

## 11. Effectiveness of Contract

11.1 This Contract shall come into force and effect on the date (the “Effective Date”) of the Procuring Entity's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

## **12 Termination of Contract for Failure to Become Effective**

12.1 If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty-two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect there to.

## **13 Commencement of Services**

13.1 The Consultant shall confirm availability of Key Experts and begins carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

## **14 Expiration of Contract**

14.1 Unless terminated earlier pursuant to Clause GCC19hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

## **15 Entire Agreement**

15.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

## **16 Modifications or Variations**

16.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

## **17 Force Majeure**

### **a. Definition**

17.1 For the purposes of this Contract, “Force Majeure” means event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2 Force Majeure shall not include (i) any event which his caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or over come in the carrying out of its obligations here under.

17.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required here under.

### **b. No Breach of Contract**

17.4 The failure of a Party to fulfill any of its obligations here under shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

### **c. Measures to be taken**

17.5 A party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- a) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- b) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Entity, shall either:
- c) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Entity, in reactivating the Services; or
- d) Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed or additional costs reasonably and necessarily incurred.

17.7 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

## 18 Suspension

18.1 The Procuring Entity may, by written notice of suspension to the Consultant, suspend all payments to the Consultant here under if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) Shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

## 19 Termination

19.1 This Contract may be terminated by either Party as per provisions set up below:

### a. By the Procuring Entity

19.1.1 The Procuring Entity may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence, the Procuring Entity shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- a If the Consultant fails to remedy a failure in the performance of its obligations here under, as specified in a notice of suspension pursuant to Clause GCC 18;
- b If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go in to liquidation or receivership whether compulsory or voluntary;
- c If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- d If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- e If the Procuring Entity, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- f If the Consultant fails to confirm availability of Key Experts as required in Clause GCC13.

19.1.2 Furthermore, if the Procuring Entity determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practices, in competing for or in executing the Contract, then the Procuring Entity may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

### b. By the Consultant

- a) The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to

the Procuring Entity, in case of the occurrence of any of the events specified in paragraphs(a)through(d)of this Clause.

- b) If the Procuring Entity fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- d) If the Procuring Entity fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC45.1.
- e) If the Procuring Entity is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Procuring Entity of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC14, all rights and obligations of the Parties here under shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC22, (iii) the Consultant's obligation to permit in section, copying and auditing of their accounts and records set forth in Clause GCC25, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Entity, the Consultant shall proceed as provided, respectively, by Clauses GCC27 or GCC28.

e. **Payment up on Termination**

19.1.6 Up on termination of this Contract, the Procuring Entity shall make the following payments to the Consultant:

- a) Payment or Services satisfactorily performed prior to the effective date of termination; and
- b) In the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. Obligations of the Consultant

**16. General**

**a. Standard of Performance**

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with the third parties.

20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Procuring Entity. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in Kenya when

- a As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
- b by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6. The Procuring Entity shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

21 Conflict of Interests

21.1 The Consultant shall hold the Procuring Entity's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a. Consultant Not to Benefit from Commissions, Discounts, etc.

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations here under, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Entity on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Procuring Entity. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Entity.

b. Consultant and Affiliates Not to Engage in Certain Activities

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

c. Prohibition of Conflicting Activities

21.1.4 The Consultant shall not engage and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

d. Strict Duty to Disclose Conflicting Activities

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Entity, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22 Confidentiality

22.1 Except with the prior written consent of the Procuring Entity, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or because of, the Services.

23 Liability of the Consultant

23.1 Subject to additional provisions, if any, set for in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

24 Insurance to be taken out by the Consultant

24.1 The Consultant (i) shall take out and maintain and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC13.

25 Accounting, Inspection and Auditing

25.1 The Consultant shall keep and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the PPRA and/ or persons appointed by the PPRA to inspect the Site and /or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PPRA if requested by the PPRA. The Consultant's attention is drawn to Clause GCC10 which provides, interlaid, that acts intended to materially impede the exercise of the PPRA's inspection and audit rights provided for under this ClauseGCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of in eligibility under the PPRA's prevailing sanctions procedures.)

26 Reporting Obligations

26.1 The Consultant shall submit to the Procuring Entity the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.

27 Proprietary Rights of the Procuring Entity in Reports and Records

27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Entity in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Entity. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Entity, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Entity.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Procuring Entity's prior written approval to such agreements, and the Procuring Entity shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

28 Equipment, Vehicles and Materials

28.1 Equipment, vehicles and materials made available to the Consultant by the Procuring Entity or purchased by the Consultant wholly or partly with funds provided by the Procuring Entity, shall be the property of the Procuring Entity and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Entity an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Procuring Entity's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Procuring Entity in writing, shall insure them at the expense of the Procuring Entity in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into Kenya for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. Consultant's Experts and Sub-consultants

**29 Description of Key Experts**

29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.

30 Replacement of Key Experts

30.1 Except as the Procuring Entity may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31 Removal of Experts or Sub-consultants

31.1 If the Procuring Entity finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Entity determine that Consultant's Expert or Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practice while performing the Services, the Consultant shall, at the Procuring Entity's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Procuring Entity to be incompetent or incapable in discharging assigned duties, the Procuring Entity, specifying the grounds therefore, may request the Consultant to provide a replacement.

31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Procuring Entity.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. Obligations of the Procuring Entity

**32 Assistance and Exemptions**

32.1 Unless otherwise specified in the SCC, the Procuring Entity shall use its best efforts to:

- a Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- b Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Kenya while carrying out the Services under the Contract.
- c Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Expert and their eligible dependents.
- d Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- e Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in Kenya according to the applicable law in Kenya
- f Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in Kenya, of bringing in to Kenya reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- g Provide to the Consultant any such other assistance as may be specified in the SCC.

**33 Access to Project Site**

- 33.1 The Procuring Entity warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Procuring Entity will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

#### **34 Change in the Applicable Law Related to Taxes and Duties**

- 34.1 If, after the date of this Contract, there is any change in the applicable law in Kenya with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 39.1

#### **35 Services, Facilities and Property of the Procuring Entity**

- 35.1 The Procuring Entity shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.

#### **36 Counterpart Personnel**

- 36.1 The Procuring Entity shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Entity with the Consultant's advice, if specified in Appendix A.
- 36.2 Professional and support counterpart personnel, excluding Procuring Entity's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work as assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Entity shall not unreasonably refuse to act upon such request.

#### **37 Payment Obligation**

- 37.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring Entity shall make such payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided by GCCF below.

#### **F. Payments to the Consultant**

#### **38 Contract Price**

- 38.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in Appendix C.
- 38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Appendix A.

#### **39 Taxes and Duties**

- 39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC. Currency of Payment
- 39.2 Any payment under this Contract shall be made in the currency (ies) of the Contract.

#### **40 Mode of Billing and Payment**

- 40.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.
- 40.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in

Appendix A. The payments will be made according to the payment schedule stated in the SCC.

40.2.1 Advance payment: Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Entity in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix D, or in such other form as the Procuring Entity shall have approved in writing. The advance payments will be set off by the Procuring Entity in equal portions against the lump-sum installments specified in the SCC until said advance payments have been fully set off.

40.2.2 The Lump-Sum Installment Payments. The Procuring Entity shall pay the Consultant within sixty (60) days after the receipt by the Procuring Entity of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Procuring Entity does not approve the submitted deliverable(s) as satisfactory in which case the Procuring Entity shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and there after the fore going process shall be repeated.

40.2.3 The Final Payment: The final payment under this Clause shall be made only after the final report has been submitted by the Consultant and approved as satisfactory by the Procuring Entity. The Services shall then be deemed completed and finally accepted by the Procuring Entity. The last lump-sum installment shall be deemed approved for payment by the Procuring Entity within ninety (90) calendar days after receipt of the final report by the Procuring Entity unless the Procuring Entity, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and there after the fore going process shall be repeated.

40.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

40.2.5 With the exception of the final payment under 40.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations here under.

41 Interest on Delayed Payments

41.1 If the Procuring Entity had delayed payments beyond thirty (30) days after the due date stated in Clause GCC 41.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. Fairness and Good Faith

**42 Good Faith**

42.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. Settlement of Disputes

**43 Amicable Settlement**

43.1.2 The Parties shall seek to resolve any dispute amicably by mutual consultation.

43.1.3 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.

44 Dispute Resolution

44.1.2 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

SECTION 8: SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of Kenya
4.1	The language is: English
6.1 and 6.2	<p>The addresses are <i>[fill in at negotiations with the selected firm]</i>:</p> <p><b>For Procuring Entity</b>  <b>The Ag. Chief Executive Officer,</b>  Affordable Housing Board  Prism Tower, 23<sup>rd</sup> Floor, 3<sup>rd</sup> Ngong Avenue  P.O Box 27512 – 00100  Nairobi.  Email: <b>procurement@affordablehousingboard.go.ke</b></p> <p><b>For the Service Provider</b></p> <p>Consultant: _____  Attention: _____  Tel: _____  E-mail: _____</p>
8.1	<p><i>[If the Consultant consists only of one entity, state “N/A”;</i>  <i>OR</i>  <i>If the Consultant is a Joint Venture/consortium consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i>  The Lead Member on behalf of the JV is _____ <i>[insert name of the member] (to be included during contract perpetration)</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Procuring Entity: <b>The Ag. Chief Executive Officer,</b>  Affordable Housing Board</p> <p>For the Consultant: <i>[name, title]_____ (to be included during contract perpetration)</i></p>
11.1	The effectiveness conditions are the following: <i>N/A</i>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be 1 Month</p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be: <b>From the date of contract signing</b>  Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Procuring Entity in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be: <b>From contract signing date</b></p>
21.1.3.	<p>The Procuring Entity reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3: <b>Yes</b></p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
23.1	<p>The following limitation of the Consultant’s Liability towards the Procuring Entity can be subject to the Contract’s negotiations:</p> <p>“Limitation of the Consultant’s Liability towards the Procuring Entity:  (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Procuring Entity’s property, shall not be liable to the Procuring Entity:  (i) for any indirect or consequential loss or damage; and  (ii) for any direct loss or damage that exceeds two times the total value of the Contract;  (b) This limitation of liability shall not  (i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;  (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law.</p>
24.1	<p>The insurance coverage against the risks shall be as follows: <b><u>to be included during contract perpetration</u></b></p> <p><i>[Delete what is not applicable except (a)].</i></p> <p>(a) Professional liability insurance, with a minimum coverage of _____ <i>[insert amount and currency which should be not less than the total ceiling amount of the Contract];</i></p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Procuring Entity’s country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of <i>[insert amount and currency or state “in accordance with the applicable law in the Procuring Entity’s country”];</i></p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state “in accordance with the applicable law in Kenya”];</i></p> <p>(d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the Applicable Law in Kenya, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
27.1	<p>The additional rights to the use of the documents are: <b>This shall be done under applicable laws</b></p>
27.2	<p>The Consultant shall not use these <i>[insert what applies..... documents and software.... ]</i> for purposes unrelated to this Contract without the prior written approval of the Procuring Entity.] <b><u>to be included during contract perpetration</u></b></p> <p><i>[OR]</i></p> <p><i>[The Procuring Entity shall not use these [insert what applies..... documents and software.....] for purposes unrelated to this Contract without the prior written approval of the Consultant.]</i>  <i>[OR]</i></p> <p><i>[Neither Party shall use these [insert what applies..... documents and software.....] for purposes</i></p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	unrelated to this Contract without the prior written approval of the other Party.]
32.1 (a) through (f)	<i>[List here any changes or additions to Clause GCC 32.1. If there are no such changes or additions, indicate Not Applicable.] NOT APPLICABLE</i>
32.1(g)	<i>[List here any other assistance to be provided by the Procuring Entity. If there is no such other assistance, indicate Not Applicable for this Clause SCC 32.1(g).] NOT APPLICABLE</i>
38.1	<p>The Contract price is: _____ <i>[insert amount and currency for each currency as applicable] [indicate: inclusive or exclusive] of local taxes. <u>to be included during contract perpetration</u></i></p> <p>Any local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall <i>[insert as appropriate: “be paid” or “reimbursed”]</i> by the Procuring Entity <i>[insert as appropriate: “for “or “to”]</i> the Consultant.</p> <p>The amount of such taxes is _____ <i>[insert the amount as finalized at the Contract’s negotiations on the basis of the tax amounts provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal. <u>to be included during contract perpetration</u></i></p>
39.1 and 39.2	<p>The Procuring Entity warrants that <i>[choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract’s negotiations (Form FIN-2]</i>  <i>If ITC16.3 indicates a tax exemption status, include the following: “the Consultant, the Sub-consultants and the Experts shall be exempt from”</i>  <i>OR</i>  <i>If ITC16.3 does not indicate the exemption and, depending on whether the Procuring Entity shall pay the withholding tax or the Consultant has to pay, include the following:</i>  “the Procuring Entity shall pay on behalf of the Consultant, the Sub-consultants and the Experts,”  <i>OR</i> “the Procuring Entity shall reimburse the Consultant, the Sub-consultants and the Experts”]  any taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Procuring Entity’s country, on the Consultant, the Sub-consultants and the Experts in respect of:  (a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of Kenya), in connection with the carrying out of the Services;  (b) any equipment, materials and supplies brought into Kenya by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;  (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Procuring Entity and which is treated as property of the Procuring Entity;  (d) any property brought into Kenya by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of Kenya), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Procuring Entity’s country, provided that:  (i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of Kenya in importing property into Kenya; and  (ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Procuring Entity’s country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of Kenya, or (b) shall reimburse them to the Procuring Entity if they were paid by the Procuring Entity at the time the property in question was brought into the Procuring Entity’s country.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
40.2	<p>The payment schedule: <b><u>to be included during contract perpetration</u></b></p> <p><i>[Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]</i></p> <p>1<sup>st</sup> payment: <i>[insert the amount of the installment, percentage of the total Contract price, and the currency. If the first payment is an advance payment, it shall be made against the bank guarantee for the same amount as per GCC 41.2.1]. E.g., “Twenty (20) percent of the lumpsum contract price shall be paid upon submission and approval of the Inception Report</i></p> <p>2<sup>nd</sup> payment: Example: Sixty (60) percent of the lumpsum Contract Price shall be paid upon submission of an acceptable Draft Report.</p> <p>3<sup>rd</sup> and Final Payment: Example: Twenty (20) percent of the lumpsum Contract Price shall be paid upon submission and approval of the Final Report.</p> <p><i>[Total sum of all installments shall not exceed the Contract price set up in SCC38.1. Every Payment shall be subject to (i) submission to the Procuring Entity of the prerequisite Report and/or payment request documents, and, (ii) approval and acceptance of the said reports and documents by the Procuring Entity]</i></p>
40.2.1	<p><i>[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]</i></p> <p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment [of <i>[insert amount]</i> in foreign currency] [and of <i>[insert amount]</i> in Kenya Shillings] shall be made within <i>[insert number]</i> days after the receipt of an advance bank payment guarantee by the Procuring Entity. The advance payment will be set off by the Procuring Entity in equal portions against [list the payments against which the advance is offset].</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency (ies) of the advance payment.</p> <p>(3) The bank guarantee will be released when the advance payment has been fully set off.</p>
40.2.4	<p>The accounts are: <b><u>to be included during contract perpetration</u></b></p> <p>for foreign currency: <i>[insert account]</i>. for local currency: <i>[insert account]</i>.</p>
41.1	<p>The interest rate is: <i>[insert rate]</i>.</p>
44.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <b>Selection of Arbitrators.</b> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil</i></p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>(FIDIC) of Lausanne, Switzerland] for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Procuring Entity and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country <i>[If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]</i> or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant <i>[If the Consultant consists of more than one entity, add: or of any of their members or Parties];</i> or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>[select a country which is neither the Procuring Entity's country nor the Consultant's country];</i></p> <p>(b) the <i>[type of language]</i> language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>

SECTION 9: APPENDICES

Appendix A – Terms of Reference

[Note: This Appendix shall include the final Terms of Reference (TORs) worked out by the Procuring Entity and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Procuring Entity's input, including counterpart personnel assigned by the Procuring Entity to work on the Consultant's team; specific tasks or actions that require prior approval by the Procuring Entity.

Insert the text based on the Section 5 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant's Proposal. Highlight the changes to Section 5 of the RFP]

.....

Appendix B - Key Experts

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

.....

Appendix C – Remuneration Cost Estimates

**1. Monthly rates for the Experts:**

[Insert the table with the remuneration rates. The table shall be based on [Form FIN-3] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3] at the negotiations or state that none has been made.]

**2** [When the Consultant has been selected under Quality-Based Selection method, or the Procuring Entity has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract's negotiations also add the following:

*“The agreed remuneration rates shall be stated in the attached Form: Breakdown of Agreed Fixed Rates in Consultant's Contract. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP “Consultants' Representations regarding Costs and Charges” submitted by the Consultant to the Procuring Entity prior to the Contract's negotiations.*

*Should these representations be found by the Procuring Entity (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially in complete or in accurate, the Procuring Entity shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially in complete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Procuring Entity before any such modification, (i) the Procuring Entity shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Procuring Entity to the Consultants, the Consultants shall reimburse to the Procuring Entity any excess payment within thirty (30) days of receipt of a written claim of the Procuring Entity. Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Entity of a final report and a final statement approved by the Procuring Entity in accordance with Clause GCC45. 1(d) of this Contract.”*

**BREAKDOWN OF AGREED FIXED RATES IN CONSULTANT'S CONTRACT**

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency]) \*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charge s <sup>1</sup>	Overhead <sup>1</sup>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour <sup>1</sup>
Home Office									
Work in Kenya									

Expressed as percentage of 1

1 Expressed as percentage of 4

\* If more than one currency, add a table

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name and Title: \_\_\_\_\_

**Appendix D: Reimbursable Expenses Cost Estimates**

- {Insert the table with the Reimbursable Expenses rates. The table shall be based on [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The foot note shall list such changes made to [FormFIN-4] at the negotiations or state that none has been made.}
- All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.

**Appendix E: Form Of advance Payments Guarantee**

[Note: See Clause GCC 41.2 and

SCC41.2] Bank Guarantee for Advance

**Payment**

\_\_\_\_\_ [Bank's Name and Address of Issuing Branch or Office]

Beneficiary: \_\_\_\_\_ [Name and Address of Procuring

Entity] Date: \_\_\_\_\_

ADVANCE PAYMENT GUARANTEE No. \_\_\_\_\_

We have been informed that \_\_\_\_\_ [name of consultant or a name of the Joint Venture/consortium, same as appears on the signed Contract] (herein after called" the Consultant") has entered into Contract No. \_\_\_\_\_ [Reference number of the contract] dated \_\_\_\_\_ with you, for the provision of \_\_\_\_\_ [brief description of Services] (hereinafter called" the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of \_\_\_\_\_ [Amount in figures] () [amount in words] is to be made against an advance payment guarantee.

At the request of the Consultant, we \_\_\_\_\_ [name of bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ [amount in figures] () [amount in words]<sup>1</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are in breach of their obligation under the Contract because the Consultant have used the advance payment for purposes other than toward providing the Services under the Contract.  
It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number \_\_\_\_\_ at \_\_\_\_\_ [name and address of bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made full repayment of the amount of the advance payment, or on the day of \_\_\_\_\_, 2\_\_\_\_, <sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that

date. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

[Signature (s)]

**Note:** All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product

---

<sup>1</sup>The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency (ies) of the advance payment as Specified in the Contract, or in a freely convertible currency acceptable to the Procuring Entity.

<sup>2</sup>Insert the expected expiration dates. In the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the procuring Entity might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Procuring Entity's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

SECTION 10. NOTIFICATION FORMS

1. NOTIFICATION OF INTENTION TO AWARD

Procuring Entity: \_\_\_\_\_ *[insert the name of the Entity]*

Contract title: \_\_\_\_\_ *[insert the name of the*

*contract]* RFP No: \_\_\_\_\_ *[insert RF Preference number]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) Request a debriefing in relation to the evaluation of your Proposal, and/or
- b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

The successful Consultant

Name:	<i>[insert name of successful Consultant]</i>
Address:	<i>[insert address of the successful Consultant]</i>
Contract price:	<i>[insert contract price of the successful Consultant]</i>

i) Short listed Consultants

*[INSTRUCTIONS: insert names of all short-listed Consultants and indicate which Consultants submitted Proposals. Where the selection method requires it, state the price offered by each Consultant as readout, and as evaluated. Include overall technical scores and scores assigned for each criterion and sub-criterion.]*

	Submitted Proposal	Overall technical score	Financial Proposal Price	Evaluated Financial Proposal Price (If applicable)	Combined Score and ranking (if applicable)
<i>[insert name]</i>	<i>[yes/no]</i>	Criterion (i): <i>[insert score]</i> Criterion (ii): <i>[insert score]</i> Criterion (iii): <i>[insert score]</i> <u>Sub-criterion a:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> <u>Sub-criterion b:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> <u>Sub-criterion c:</u> .....etc. Criterion (iv): <i>[insert score]</i> Criterion (v): <i>[insert score]</i> Total score: <i>[insert score]</i>	<i>[Proposal price]</i>	<i>[evaluated price]</i>	<u>Combined Score:</u> <i>[combined score]</i> <u>Ranking:</u> <i>[ranking]</i>
<i>[insert name]</i>	<i>[yes/no]</i>	Criterion (i): <i>[insert score]</i> Criterion (ii): <i>[insert score]</i> Criterion (iii): <i>[insert score]</i> <u>Sub-criterion a:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> <u>Sub-criterion b:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i>	<i>[Proposal price]</i>	<i>[evaluated price]</i>	<u>Combined Score:</u> <i>[combined score]</i> <u>Ranking:</u> <i>[ranking]</i>

		<u>Sub-criterion c:</u> .....etc. Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]			
[insert name]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] <u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u> .....etc. Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]	[Proposal price]	[evaluated price]	<u>Combined Score:</u> [combined score] <u>Ranking:</u> [ranking]
[insert name]	.....	.....	.....	.....	.....

(ii) **Reason/s why your Proposal was unsuccessful** [Delete if the combined score already reveals the reason].

[INSTRUCTIONS; State the reason/s why this Consultant's Proposal was unsuccessful. Do NOT include: (a) a point-by-point comparison with another Consultant's Proposal or (b) information that is marked confidential by the Consultant in its Proposal.]

iii) **How to request a debriefing** [This applies only if your proposal was unsuccessful as stated under point (3) above].

**DEADLINE:** The deadline to request a debriefing expires at midnight on [insert date] (local time).  
You may request a debriefing in relation to the results of the evaluation of your Proposal. If you decide to request a debriefing your written request must be made within five (5) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Consultant, contact details; and address the request for debriefing as follows:  
Attention: [insert full name of person, if applicable]  
Title/position: [insert title/position]  
Agency: [insert name of Procuring Entity]  
Email address: [insert email address]  
Fax number: [insert fax number] delete if not used

If your request for a debriefing is received within the 5 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fourteen (14) Business Days from the date of publication of the Contract Award Notice.

**(iv) How to Make a Complaint**

**DEADLINE:** The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, [insert date] (local time).  
Provide the contract name, reference number, name of the Consultant, contact details; and address the Procurement-related Complaint as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Procuring Entity]*

Email address: *[insert email address]*

Fax number: *[insert fax number] delete if not used*

[At this point in the procurement process] [Upon receipt of this notification] you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

In summary, there are four essential requirements:

You must be an 'interested party'. In this case, that means a Consultant who has submitted a Proposal in this selection process and is the recipient of a Notification of Intention to Award.

The complaint can only challenge the decision to award the contract.

You must submit the complaint within the deadline stated above.

You must include, in your complaint, all of the information required by the Procuring Entity.

**(v) Standstill Period**

DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time).

The Standstill Period lasts ---- (specify the number of business days as per Data Sheet 30.1) Business Days as specified in the Data Sheet after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens, we will notify you of the extension.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of \_\_\_\_\_ *[insert the name of the Procuring Entity]:*

Signature: \_\_\_\_\_

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

Title/position: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**2 REQUEST FOR REVIEW**

**FORM FOR REVIEW (r.203(1))**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

**BETWEEN**

**..... APPLICANT**

**AND**

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

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

**3 LETTER OF AWARD**

*[use letterhead paper of the Procuring Entity] [date] \_\_\_\_\_ To: \_\_\_\_\_ [name and address of the winning*

*Consultant] Subject: Notification of Award Contract No.....*

This is to notify you that your Proposal dated \_\_\_\_\_ *[insert date]* for consulting services for *[name of the assignment]* as negotiated with you on \_\_\_\_\_ for the contract amount of \_\_\_\_\_ *[Insert amount in numbers and words and name of currency]* is here by accepted by our agency.

You are requested to:(i) sign and return the draft negotiated Contract attached here with within eight (8) Business Days from the date of receipt of this notification; and (ii) furnish the additional information on beneficial ownership in accordance with the Data Sheet of ITC 32.1 within eight (8) days using the Beneficial Ownership Disclosure Form, included in Section 7 of the Request of Proposals.

Authorized Signature: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name of Agency: \_\_\_\_\_

**Attachment:** Draft Negotiated Contract

BENEFICIAL OWNERSHIP DISCLOSURE FORM

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

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

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

Tender Reference No.: \_\_\_\_\_ [insert identification no] Name of the Tender Title/Description: \_\_\_\_\_ [insert name of the assignment] to: \_\_\_\_\_ [insert complete name of Procuring Entity]

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

I) We here by provide the following beneficial ownership information.

*Details of beneficial ownership*

<b>Details of all Beneficial Owners</b>		<b>% Of shares a person holds in the company Directly or indirectly</b>	<b>% of voting rights a person holds in the company</b>	<b>Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)</b>	<b>Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)</b>
<b>1.</b>	Full Name	Directly---- ----- % of shares	Directly..... ..... % Of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes ----No---- 2. Is this right held directly or indirectly?	1. Exercises significant influence or control over the Company body of the Company (tenderer)  Yes ----No----
	National identity card number or Passport number				
	Personal Identification Number (where applicable)	Indirectly-- ----- % of shares	Indirectly----- ---% of voting rights	Direct.....	2. Is this influence or control
	Nationality				
	Date of birth				

<b>Details of all Beneficial Owners</b>		<b>% Of shares a person holds in the company Directly or indirectly</b>	<b>% of voting rights a person holds in the company</b>	<b>Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)</b>	<b>Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)</b>
	[dd/mm/yyyy]			Indirect.....	exercised directly or indirectly?
	Postal address			.	Direct.....
	Residential address				Indirect.....
	Telephone number				
	Email address				
	Occupation or profession				
<b>2.</b>	Full Name		Directly---- ----- % of shares	Directly..... ..... % of voting rights	1.Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes ----No----
	National identity card number or Passport number				2.Is this right held directly or indirectly?
	Personal Identification Number (where applicable)		Indirectly-- ----- % of shares	Indirectly----- ---% of voting rights	Direct.....
	Nationality(ies)				Indirect.....
	Date of birth [dd/mm/yyyy]				1.Exercises significant influence or control over the Company body of the Company (tenderer) Yes ----No----
	Postal address				2.Is this influence or control exercised directly or indirectly?
	Residential address				Direct.....
	Telephone number				Indirect.....
	Email address				
	Occupation or profession				
<b>3.</b>					
<b>etc.</b>					

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

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

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

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

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

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

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

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

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

**Bidder Official Stamp**

*Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.*

*Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant]"*

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

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

*Title of the person signing the Proposal: ..... [insert complete title of the person signing the Proposal]*

*Signature of the person named above: ..... [insert signature of person whose name and*

capacity are shown above]

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

\* In the case of the Proposal submitted by a Joint Venture/consortium specify the name of the Joint Venture/consortium as Consultant. In the event that the Consultant is a Joint venture/consortium, each reference to "Consultant" in the Beneficial Ownership Disclosure Form (including this Introduction there to) shall be read to refer to the joint venture/consortium member.

\*\* Person signing the Proposal shall have the power of attorney given by the Consultant. The power of attorney shall be attached with the Proposal Schedules.

Request for Proposal Reference No.: \_\_\_\_\_ [insert identification no] Name of the Assignment: \_\_\_\_\_ [insert name of the assignment] to: \_\_\_\_\_ [insert complete name of Procuring Entity]

In response to your notification of award dated \_\_\_\_\_ [insert date of notification of award] to furnish additional information on beneficial ownership: [select one option as applicable and delete the options that are not applicable]

V) We here by provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Consultant (Yes / No)
[include full name (last, middle, first), nationality, country of residence]			

OR

We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant.

OR

ii) We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Consultant shall provide explanation on why it is unable to identify any Beneficial Owner]