

**REPUBLIC OF KENYA**



**COUNTY GOVERNMENT OF MERU**

**TENDER NO.CGM/RFP/006/2016-2017  
FOR  
CONSULTANCY SERVICES FOR ICT TRAINING FOR THE  
COUNTY GOVERNMENT OF MERU**

**CLOSING DATE: 7<sup>TH</sup> DECEMBER, 2016 AT 10.00A.M**

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## **INTRODUCTION**

1. This Standard Request for Proposals (SRFP) has been prepared for use by public entities in Kenya in the procurement of consultancy services and selection of consultants.
2. The SRFP includes Standard form of Contract for Large Assignments and small assignment which are for lump sum or time based payments.
3. A separate SRFP has been provided for selection of individual professional consultants.
4. The General Conditions of Contract should not be modified and instead the Special Conditions of Contract should be used to reflect the unique circumstances of the particular assignment. Similarly the information to consultants should only be clarified or amended through the Appendix to information to Consultants.
5. This SRFP document shall be used where a shortlist of consultancy firms already exist or has been obtained through a shortlist after an advertisement of Expression of Interest for Consultancy required.

## SECTION I- INVITATION TO CONSULTANT

Date 15<sup>th</sup> November, 2016

TENDER REF NO: CGM/RFP/006/2016-2017

**RE; CONSULTANCY SERVICES FOR ICT TRAINING FOR THE COUNTY GOVERNMENT OF MERU**

- 1.1 **Meru County Government** invites sealed bids from eligible candidates for **CONSULTANCY SERVICES FOR ICT TRAINING FOR THE COUNTY GOVERNMENT OF MERU**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at *Meru County Headquarters P.O BOX 120-60200 MERU, Ground floor Municipal Building at the County Head Supply Chain Management office* during normal working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates free by downloading from **County Government of Meru website: [www.meru.go.ke](http://www.meru.go.ke)**
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at (**Meru County Headquarter**) or be addressed to **County Secretary Meru County Government P.O BOX 120-60200 MERU**) so as to be received on or **before 7<sup>th</sup> December 2016 at 10.00 a.m**
- 1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (60) days from the closing date of the tender.
- 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Meru County Headquarter Chamber Hall.

*Head of Supplies Chain Management  
For (County Secretary Meru County Government)*

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

### **2.1 Introduction**

- 2.1.1 The Client named the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

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

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client’s address indicated in the Appendix “ITC”. The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

## **2.3 Preparation of Technical Proposal**

2.3.1 The Consultants proposal shall be written in English language

2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

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

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

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

- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

**2.3.5** The Technical Proposal shall not include any financial information.

## **2.4 Preparation of Financial Proposal**

- 2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.
- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "A" specifies otherwise.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- 2.4.5 The Proposal must remain valid for 90 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

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

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

- 2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked “**ORIGINAL**” or “**COPY**” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**”
- 2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITC”. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

## 2.6 **Proposal Evaluation General**

- 2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix “ITC”. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant’s proposal.
- 2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

## 2.7 **Evaluation of Technical Proposal**

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

	<b>Points</b>
<b>(i) Mandatory requirements</b>	-
(a) Valid registration/Incorporation certificate	
(b) Valid tax compliance certificate	
(c) Pin/Vat certificate.	
(d) Single Business Permit	
<b>(ii) Specific experience of the consultant related to the assignment</b>	<b>(20)</b>
<b>(iii) Adequacy of the proposed work plan and methodology in responding to the terms of reference</b>	<b>(45)</b>
<b>(iv) Qualifications and competence of the key staff for the assignment</b>	<b>(35)</b>



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

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

- 2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.
- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-  
 $Sf = 100 \times \frac{FM}{F}$  where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + p = I) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:-  $S = St \times T \% + Sf \times P \%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 2.8.6 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## **2.9 Negotiations**

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

## **2.10 Award of Contract**

- 2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.
- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “A”.
- 2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

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

## **2.11 Confidentiality**

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

## **2.12 Corrupt or fraudulent practices**

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

## **Appendix to information to consultants**

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

### **Clause Reference**

- 2.1 The name of the Client is: **Meru County Government, Department of Land, ICT and Planning**
- 2.1.1 The method of selection is ; *open(Request for Proposal)*

2.1.2 Technical and Financial Proposals are requested and the name, objectives, and description of the assignment are as per ToR

2.1.3 A pre-proposal conference will not be held.

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

2.1.4 The Client will provide inputs as per ToR

2.1.5 (ii) The estimated number of professional staff months required for the assignment is N/A

(iv) The minimum required experience of proposed professional staff is as per ToR

2.1.6 (vii) Training is a specific component of this assignment:  
Yes \_\_\_ No *no* \_\_\_ [If yes, provide appropriate information)

(viii) Additional information in the Technical Proposal includes:  
as per TOR

2.1.7 Taxes: *[net inclusive of all taxes and deliveries]*

2.5.2 Consultants must submit an original and *at least 10 bound copies and a soft copy* additional copies of each proposal.

2.5.3 The proposal submission address is: *as per TOR* Information on the outer envelope should also include: *Tender number and addressed to the county secretary P.O Box 120-60200 Meru*

2.5.4 **Proposals must be submitted no later than the following date and time: 7<sup>th</sup> December, 2016 as per ToR \_\_\_\_\_**

2.6.1 The address to send information to the Client is:  
Chief Officer  
Department of Land, ICT and Planning  
MERU COUNTY GOVERNMENT  
P.O Box 120-60200 Meru

2.6.3 The minimum technical score required to pass *is 75% of the technical score*

2.6.4 **Alternative formulae for determining the financial scores is the following: .....**

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

2.6.5 **The assignment is expected to commence soonest after contract signing.**

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

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

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

**SECTION III- TECHNICAL PROPOSAL**

**1. TECHNICAL PROPOSAL SUBMISSION FORM**

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

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

Ladies/Gentlemen:

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

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

We remain,

Yours sincerely,

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

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

:

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

:

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

## 2. FIRM'S REFERENCES

### Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications (attach copies of award and completion letters)

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

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

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

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

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

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On the Terms of Reference:

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

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

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



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

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## 5. TEAM COMPOSITION AND TASK ASSIGNMENTS

### 5.1. Technical/Managerial Staff

Name	Position	Task

### 5.2. Support Staff

Name	Position	Task

**6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF  
(attach certified copies of academic credentials)**

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

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

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

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

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**Key Qualifications:**

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

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**Education:**

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

---

**Employment Record:**

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

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**Certification:**

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

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

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

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

**7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

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

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

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

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

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

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

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

## 8. ACTIVITY (WORK) SCHEDULE

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

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

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

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

Reports	Date
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. stakeholders findings report	
4. Draft Report	
5. Final Report	

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

### Notes on preparation of Financial Proposal

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

# 1. FINANCIAL PROPOSAL SUBMISSION FORM

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

To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*[Name and address of Client]*

Ladies/Gentlemen:

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

We remain,

Yours sincerely,

\_\_\_\_\_ *[Authorized Signature]*

:

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

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

\_\_\_\_\_ *[Address]*

## 2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		_____

## 3. BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description: _____
Price Component	Amount(s)
Remuneration	
Reimbursables	
Miscellaneous Expenses	
Subtotal	_____



#### 4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____		
Names	Position	Input(Staff months, days or hours as appropriate.)	Remuneration Rate	Amount
Regular staff				
(i)				
(ii)				
Consultants				
Grand Total				

#### 5. MISCELLANEOUS EXPENSES

Activity No. \_\_\_\_\_ Activity Name: \_\_\_\_\_

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

**NB ;( where space is not enough use a separate paper)**

## SECTION V: - TERMS OF REFERENCE

### Background

Meru County is one of the forty seven counties created after the promulgation of the Kenya constitution in 2010.

The County lies to the east of Mt. Kenya whose peak cuts through the southern boundary of the county It shares borders with Laikipia County to the west, Nyeri to the south west, Tharaka/Nithi to the east and Isiolo to the North. It straddles the equator lying within 0<sup>0</sup>6' North and about 0<sup>0</sup>1' South, and latitudes 37<sup>0</sup>West and 38<sup>0</sup> East. The county has a total area of 6,936.2 km<sup>2</sup> out of which 1,776.1 Km<sup>2</sup> is gazetted forest.

The county comprises of nine parliamentary constituencies and 45 electoral wards. The nine parliamentary constituencies are North Imenti, Tigania East, Tigania West, Igembe North, Igembe South, Igembe Central, South Imenti, Buuri and Central Imenti,

The County has 45 Electoral Wards spread by sub-county/Constituency as follows: Tigania East: 5, Tigania West 5, Igembe North 5, Igembe South 5, North Imenti 5, South Imenti 6, Buuri 5, Igembe Central 5 and Central Imenti 4 wards

The mandate of the County Government of Meru is derived from the Kenya constitution 2010 as specified under schedule 4. The Vision of Meru County is to build a United Prosperous Green Model County. The mission to facilitate sustainable development and wealth creation in the County through technological innovations, trade and industrialization that leverages on our skilled human resources, agriculture, wildlife, bio-diversity and cultural heritage

The County is committed to upholding the following core values as the guiding principles for its operations:

- Integrity Honesty and sincerity are an integral part of the County's operations
- Transparency and Accountability
- Team work
- Inclusiveness
- Innovativeness.
- Hard work

To achieve the said vision, the County has prioritized key sectors including Infrastructure; Financial Services, Trade, Co-Operatives and Enterprise Development; Industrialization; Land; Agriculture; and Tourism. Governance and Public Administration; Information and Communication Technology (ICT); Justice, Cohesion and Security for Development; Disaster Preparedness and Management; Planning; Health; Social Protection, Culture and Recreation; These have been identified as key to moving all aspects of the county forward.

In order to achieve development and improve skills and self-reliance among the staff and youth across the County, it is imperative that a ICT training undertaken.

## 2. CONTEXT OF THE CONSULTANCY

### 2.1 TRAINING FOR STAFF REQUIREMENTS (SCOPE)

1. Use of government human resource information system (GHRIS)
2. i -Tax
3. ICT security
4. ICT Policy
5. Basic training in use of MS office tools

### OBJECTIVES

- To revise and strengthen the professional profile of staff, including the support of innovations in service delivery by implementing changes day to day operations and consider ICT as an enabler of efficient and effective service delivery.
- To devise a plan for implementing a renewed strategy on developing basic digital skills

- Improve confidence in the use of ICT.

## **2.2 TRAINING OF THE YOUTH (PUBLIC SECTOR SCOPE)**

1. Introduction to ICT and the digital world
2. Use of social media platforms for marketing visibility of their businesses and talents
3. Etiquette in the digital world
4. Starting and sustaining a business
5. Financing and Marketing
6. Life skills
7. Skills Gaps and Training Needs Overall, there is an ICT skills gap between what is taught in schools and what is necessary to obtain employment in available positions in the labor market:
8. ICT-enabled employment opportunities and skills required for youth that could be leveraged for a digital jobs
9. ICT-related employment for youth that includes jobs where the output of work involves digital information and knowledge creation or transfer.
10. Growth Sectors for ICT-Enabled Employment (Banking and Financial Services, Telecommunications, Information Technology, Oil & Gas, Education and Training, Media Marketing & Advertising, Hospitality & Tourism, and Healthcare Services .

## **OBJECTIVES**

- To equip young people with basic computer knowledge.
- To build capacity of youth towards establishing micro-enterprises in ICT
- To increase access to information and knowledge sharing among the youth
- To raise young people's chances and competitiveness towards employment
- Provide the youth with life and employability skills.
- Provide youth with crucial work based experiences within a youth – development approach
- Develop the entrepreneurship ability of the youth
- Develop their ICT skills for job creation and employment generation
- Provide youth with career instruction and greater awareness of support networks and various employment opportunities.

## **3. EXPERT PROFILE**

The training firm MUST be DIT registered.

The team must be ICT, computer science business information technology trained as this training is geared towards equipping county staff and public youth with ICT skills as set out in the objectives. At minimum the lead consultant(s) MUST possess the following:

- i. 5 years demonstrated experience in consultancy in training programmes in Kenya.
- ii. Good understanding of the county operations with demonstrated practical working experience in ICT field current practices, policy and business practices
- iii. Experience of effective interaction with local national systems, departments, and non-state actors.
- iv. Skilled and experienced in training in rural areas
- v. At least 5 years' experience in working with youth and youth groups

- vi. 5 years demonstrated experience in public sector training.
- vii. Experience in motivational, inspiration and life skills training.
- viii. Good communication skills and fluency in spoken and written English and Swahili,(being conversant with local dialect will be an added advantage)
- ix. Excellent analytical and report writing skills.

## **4. TRAINING REPORT**

### **4.1. Outline of the Report**

The ICT training report should contain but not limited to the different elements mentioned below. All parts should be clearly distinguished from each other and of sufficient quality.

- i. Cover page
- ii. Table of contents
- iii. An executive summary that can be used as a document in its own right. it should include the major findings of the training and summarized conclusions and recommendations.
- iv. The objectives of the ICT training.
- v. A justification of the materials, tools, methods and techniques to be used during training.
- vi. A presentation of the challenges, achievements and the impact of the training among the staff as well as the youth.
- vii. Conclusions, which will analyse achievements and the impact of the training.
- viii. Recommendations should be clearly related to conclusions but presented separately. Recommendations should include guidelines of how they can be implemented.
- ix. Report annexes. The reporting style should be clear and accessible. All training documents, materials and number of trained persons will be treated as public data and used among other things to facilitate analysis.

### **4.2. Training Report**

The production of the Training report will be the liability of the consultant covering all the aspects as outlined in the ToR. The county Government and its partners will be responsible for coordinating the exercise. The training report will be:

- i. Produced in English language and should be simple in expression and easy to understand.
- ii. The report format and text should be an A4 paper size and a legible font (e.g. Times New Roman 11 or 12, Arial 10 or 11).
- iii. The team will be liable to submit at least 20 hard copies and 01 electronic copy of the report by the agreed deadline.

## **5. DELIVERABLES**

The required outputs of this consultancy will be as follows:

- i. An inception report outlining the training methodology and execution programme/timetable. This report shall be submitted for review and approval by Chief Officer planning two (2) days after the signature of the contract before commencement of the work.
- ii. Training tools and materials which shall be submitted within two days after acceptance of the methodology for review and approval by Director ICT.
- iii. Draft training report which shall be submitted within five days after completion of the field work and shall be accompanied with the raw data as collected by the data collection tools.
- iv. Presentation of the key findings to the stakeholders.
- v. The final report which shall be submitted within five days after the stakeholders' dissemination workshop and shall incorporate County Government and stakeholders inputs.

- vi. After training, consultant to provide a report of training with attendance registers, certificates of participation duplicates and recommendation.

## **6. CONSULTANCY DURATION**

### **6.1. Overall Consultancy Period**

The entire period of this consultancy will be for..... days that will include preparation, development of the survey training tools, materials and equipment, reviewing of the targets, actual training, analysis of the impact to stakeholders and reviewing of the final report.

## **7. REPORTING**

### **7.1. Content**

The reports submitted by the consultant shall live up to the quality standards provided by Director Department of ICT and shall include the details in sections 2 and 4.

### **7.2. Submission/Comments Timing**

All the required documents and reports in their draft and final versions shall be submitted to the Chief Officer Department of Lands, Housing, ICT, Economic and Physical Planning within the specified timing in section 4 of this ToR. The Directorate of ICT planning commits to give written feedback to each of the submitted documents within five working days of receipt.

## **8. ADMINISTRATIVE INFORMATION**

### **8.1. Supervision**

The overall supervisor of this assignment will be the Chief Officer Department of Economic planning. However, the consultant will work on a day to day basis under the direct supervision Director ICT.

## **9. SCHEDULE OF PAYMENTS**

The schedule of payments will be

- ❖ 20% of the total sum upon the Client's receipt of a copy of inception report,
- ❖ 30% of the total sum upon the Client's receipt of the 2<sup>nd</sup> draft report, acceptable to the Client;
- ❖ 50% of the total sum upon the Client's receipt of the final report, soft and bound copies as per ToR.

**REPUBLIC OF KENYA  
CONTRACT**

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

WHEREAS the Client wishes to have the Consultant perform the services [hereinafter referred to as “the Services”, and

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

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

T

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

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

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

(i)

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

B. Schedule of Payments

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

Kshs \_\_\_\_\_ upon the Client's receipt of a copy of this Contract signed by the Consultant;

Kshs \_\_\_\_\_ upon the Client's receipt of the draft plan and report, acceptable to the Client; and

Kshs \_\_\_\_\_ upon the Client's receipt of the final plan and report, acceptable to the Client.

Kshs \_\_\_\_\_ Total

C. Payment Conditions

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

**4. Project Administration**

A. Coordinator.

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

B. Reports.

The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the course of the

(ii)

assignment and will constitute the basis for the payments to be made under paragraph 3.

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



FOR THE CLIENT

FOR THE CONSULTANT

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

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

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

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

**LIST OF APPENDICES**

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant’s Personnel

Appendix C: Consultant’s Reporting Obligations

**SECTION VI- STANDARD FORMS**

**6.1 LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

*(FULL PARTICULARS)* \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**6.2 FORM OF TENDER**

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
*[name and address of procuring entity]*

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. .... *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (

..... (insert equipment description) in conformity with the said tender documents for the sum of ..... (total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract , in the form prescribed by .....( *Procuring entity*).

4. We agree to abide by this Tender for a period of ..... [number] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2015 \_\_\_\_\_

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_

### 6.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

*Part 1 – General:*

Business Name  
 .....  
 Location of business premises.  
 .....  
 Plot No. .... Street/Road  
 .....  
 Postal Address ..... Tel No. .... Fax ..... E  
 mail .....

Nature of Business  
 .....  
 Registration Certificate No.  
 .....  
 Maximum value of business which you can handle at any one time – Kshs.  
 Name of your bankers ..... Branch  
 .....

<b>Part 2 (a) – Sole Proprietor</b>	
Your name in full ..... Age .....	
Nationality ..... Country of origin .....	
<ul style="list-style-type: none"> <li>• Citizenship details            .....</li> <li>•            .....</li> </ul>	
<b>Part 2 (b) Partnership</b>	
Given details of partners as follows:	
Name	Nationality
Details	Shares
1.	.....
2.	.....
3.	.....
4.	.....
<b>Part 2 (c) – Registered Company</b>	
Private or Public .....	
State the nominal and issued capital of company-	
Nominal Kshs. ....	
Issued Kshs. ....	
Given details of all directors as follows	
Name	Nationality
Shares	Citizenship Details

	1..... .....
	2. ..... .....
	3. ..... .....
	4. ..... .....
	5 ..... .....
Date ..... Signature of Candidate	

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

**6.4 TENDER SECURITY FORM**

Whereas ..... [name of the tenderer]  
(hereinafter called “the tenderer”) has submitted its tender dated ..... [date of submission  
of tender] for the supply, installation and commissioning of ..... [name and/or description  
of the equipment] (hereinafter called “the Tender”) .....  
KNOW ALL PEOPLE by these presents that WE ..... of .....  
having our registered office at ..... (hereinafter called “the Bank”), are bound unto  
..... [name of Procuring entity] (hereinafter called “the Procuring entity”) in the sum  
of ..... for which payment well and truly to be made to the said Procuring entity,  
the Bank binds itself, its successors, and assigns by these presents. Sealed with the  
Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

THE CONDITIONS of this obligation are:-

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

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

[signature of the bank] \_\_\_\_\_  
(Amend accordingly if provided by Insurance Company)

**6.5 CONTRACT FORM**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between  
..... [*name of Procurement entity*] of ..... [*country of Procurement entity*] (hereinafter  
called “the Procuring entity) of the one part and ..... [*name of tenderer*] of .....  
[*city and country of tenderer*] (hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for certain goods ] and has accepted a tender by the  
tenderer for the supply of those goods in the sum of ..... [*contract price in words  
and figures*] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively  
assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this  
Agreement viz:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer
  - (b) the Schedule of Requirements
  - (c) the Technical Specifications
  - (d) the General Conditions of Contract
  - (e) the Special Conditions of contract; and
  - (f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter  
mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy  
defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of  
the goods and the remedying of defects therein, the Contract Price or such other sum as may become  
payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with  
their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity  
Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer in the presence of \_\_\_\_\_  
\_\_\_\_\_

*(Amend accordingly if provided by Insurance Company)*



**6.6 PERFORMANCE SECURITY FORM**

To .....  
*[name of Procuring entity]*

WHEREAS ..... *[name of tenderer]* (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. \_\_\_\_\_ *[reference number of the contract]* dated \_\_\_\_\_ 20 \_\_\_\_\_ to supply ..... *[description of goods]* (hereinafter called “the Contract”).

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ..... *[amount of the guarantee in words and figure]* and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ..... *[amount of guarantee]* as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 2015 \_\_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*