COUNTY GOVERNMENT OF MERU

DEPARTMENT OF AGRICULTURE, LIVESTOCK & FISHERIES

TENDER NO. CGM/RFP/ 009 /2018-2019

CONSULTANCY SERVICES FOR ESTABLISHMENT AND MANAGEMENT OF TREE SEEDLINGS NURSERY, DEMOOSTRATION FARM AND TRAINING TO PROMOTE MACADAMIA AND AVOCADO FARMING FOR THE COUNTY GOVERNMENT OF MERU

CLOSING DATE: 25th April, 2019 AT 10.00 A.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: 28th March 2019

TENDER REF NO: CGM/RFP/009/2018-2019

RE; CONSULTANCY SERVICES FOR ESTABLISHMENT AND MANAGEMENT OF TREE SEEDLINGS NURSERY, DEMOSTRATION FARM AND TRAINING TO PROMOTE MACADAMIA AND AVOCADO FARMING FOR THE COUNTY GOVERNMENT OF MERU

Meru County Government invites sealed bids from eligible candidates for Consultancy Services for Establishment and Management of Tree Seedlings Nursery, Demonstration Farm and Training to Promote Macadamia and Avocado Farming for The County Government of Meru.

1.1 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.

1.2 A complete set of tender documents may be obtained by interested candidates for free by downloading from the County Government of Meru website: www.meru.go.ke

1.3 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 Monday 25th April, 2019 at 10.00 a.m.

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

1.5 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 consider them in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.

2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.

2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.

2.1.7 The price to be changed 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 120 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

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<th>Points</th>
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<tr>
<td>(i) Mandatory requirements</td>
</tr>
<tr>
<td>(a) Valid registration/Incorporation certificate</td>
</tr>
<tr>
<td>(b) Valid KRA tax compliance certificate</td>
</tr>
<tr>
<td>(c) KRA Pin certificate.</td>
</tr>
<tr>
<td>(d) Valid Single Business Permit</td>
</tr>
<tr>
<td>(e) CR 12</td>
</tr>
<tr>
<td>(f) Dully filled and stamped Confidential Business Questionnaire</td>
</tr>
<tr>
<td>(g) Bid security of Ksh.250, 000 from Bank</td>
</tr>
</tbody>
</table>
(h) Original and 1 copy
(i) All pages of the proposal must be serialized
(j) Firm Must be registered by HCD (AFA) and
(k) Firm must be licenced by Kephis
(l) International certification and value preposition to small holders

Technical evaluation

(ii) Specific experience of the consultant related to the assignment
- A minimum of 5 years of experience in running a nursery
- Past experience in working with devolved functions (20)

(iii) Adequacy of the proposed work plan and methodology in responding to the terms of reference (45)

(iv) Qualifications and competence of the key staff for the assignment (25)

(v) Capacity to provide minimum 300,000 seedlings a year (5)

(vi) Experience and ability to apply Information Technology in outgrowers to address traceability management and certifications (5)

Total Points 100

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 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. The Consultant in the financial proposal shall attach details of such proof.

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:-

\[ S_f = 100 \times \frac{F_m}{F} \]

where \( S_f \) is the financial score; \( F_m \) is the lowest priced financial proposal and \( F \) is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights \( T = \) the weight given to the Technical Proposal; \( P = \) the weight given to the Financial Proposal; \( T + P = 1 \) indicated in the Appendix. The combined technical and financial score, \( S \), is calculated as follows:-

\[ S = S_t \times T \% + S_f \times P \% \]

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, Chief Officer Agriculture**

2.1.1 The method of selection is; **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

2.5.2 Consultants must submit an original and at least 2 bound copies for 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: 25th April 2019, at 10.00 a.m as per ToR

2.6.1 The address to send information to the Client is:
COUNTY SECRETARY
COUNTY GOVERNMENT OF MERU
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

\[ \text{The weights given to the Technical and Financial Proposals are:
T=0.80}
\]
\[ \text{P= 0.20} \]

2.6.5 The assignment is expected to commence on April 2019 at Kaguru ATC (Meru County)
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 Ten 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.

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

Name and title of signatory: __________________________
3. **COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.**

---

**On the Terms of Reference:**

1. 
2. 
3. 
4. 
5. 

---

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

1. 
2. 
3. 
4. 
5.
4. **DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

5. **TEAM COMPOSITION AND TASK ASSIGNMENTS**

5.1. **Technical/Managerial Staff**

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<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Task</th>
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5.2. **Support Staff**

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<th>Position</th>
<th>Task</th>
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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: __________________________________________

____________________________________________________________________________

Detailed Tasks Assigned: _______________________________________________________

____________________________________________________________________________

**Key Qualifications:**

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

____________________________________________________________________________

**Education:**

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

____________________________________________________________________________

**Employment Record:**

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

____________________________________________________________________________
Certification:

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

_________________________________________________________ Date: ________________
[Signature of staff member]

_________________________________________________________ Date: ________________
[Signature of authorised representative of the firm]

Full name of staff member: _____________________________________________________

Full name of authorized representative: _________________________________________

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Reports Due/Activities</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
<th>11</th>
<th>12</th>
<th>Number of weeks</th>
</tr>
</thead>
</table>

Reports Due: ________

Activities Duration: ________

Signature: ________________________
(Authorized representative)

Full Name: ________________________

Title: ____________________________

Address: _________________________
8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

<table>
<thead>
<tr>
<th>Activity (Work)</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
<th>11th</th>
<th>12th</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

(b). Completion and Submission of Reports

<table>
<thead>
<tr>
<th>Reports</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Inception Report</td>
<td></td>
</tr>
<tr>
<td>2. Interim Progress Report</td>
<td></td>
</tr>
<tr>
<td>(a) First Status Report</td>
<td></td>
</tr>
<tr>
<td>(b) Second Status Report</td>
<td></td>
</tr>
<tr>
<td>3. Stakeholders findings report</td>
<td></td>
</tr>
<tr>
<td>4. Draft Report</td>
<td></td>
</tr>
<tr>
<td>5. Final Report</td>
<td></td>
</tr>
</tbody>
</table>
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

<table>
<thead>
<tr>
<th>Costs</th>
<th>Currency(ies)</th>
<th>Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Amount of Financial Proposal</td>
<td></td>
<td>___________</td>
</tr>
</tbody>
</table>
### 3. Breakdown of Price per Activity

<table>
<thead>
<tr>
<th>Activity NO.: ______________________</th>
<th>Description:____________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price Component</td>
<td>Amount(s)</td>
</tr>
<tr>
<td>Remuneration</td>
<td></td>
</tr>
<tr>
<td>Reimbursables</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous Expenses</td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
</tr>
</tbody>
</table>

### 4. Breakdown of Remuneration per Activity

<table>
<thead>
<tr>
<th>Activity No. ______________________________</th>
<th>Name:____________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Names</td>
<td>Position</td>
</tr>
<tr>
<td></td>
<td>Input(Staff months, days or hours as appropriate.)</td>
</tr>
<tr>
<td>Regular staff</td>
<td></td>
</tr>
<tr>
<td>(i)</td>
<td></td>
</tr>
<tr>
<td>(ii)</td>
<td></td>
</tr>
<tr>
<td>Consultants</td>
<td></td>
</tr>
<tr>
<td>Grand Total</td>
<td></td>
</tr>
</tbody>
</table>
5. **MISCELLANEOUS EXPENSES**

Activity No. ______________________________ Activity Name: ____________________________

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Communication costs (telephone, telegram, telex)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Drafting, reproduction of reports</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Equipment: computers etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Software</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grand Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NB: (where space is not enough use a separate paper)
SECTION V: - TERMS OF REFERENCE

Background
County Government of Meru is one of the forty-seven counties created after the promulgation of the new 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 southwest, Tharaka/Nithi to the east and Isiolo to the North. It straddles the equator lying within 0°6’ North and about 0°1’ south, and latitudes 37° West and 38° East. The county has a total area of 6,936.2 km2 out of which 1,776.1 Km2 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.

County Electoral Wards by Constituency

Vision
A United Prosperous Green Model County

Mission
To facilitate sustainable development and wealth creation in the County through agriculture development and food security, technological innovations, trade and industrialization that leverages on our skilled human resources, agriculture, wildlife, bio-diversity and cultural heritage

Core Values
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

Scope of work and deliverables
County Government of Meru is looking for a Firm to:

• Establishment and management of macadamia and avocado nursery
• Finance the start -up activities and management of the farm
• Assumptions, Management and provision on a continuous basis of all normal tree seedlings operations
• Supervision and control of all matters connected to the seedlings nursery
• Management of all labour relating to the operations of the nursery
• Provision, maintenance and repair of machinery and equipment necessary to conduct nursery operations
• Training of County Government of Meru farmers on set up, Maintenance and management of nursery seedlings
• Such other Services as shall be reasonably necessary to ensure that operations in respect of the nursery are carried out efficiently
• Empowering the County Government of Meru Representatives with the necessary skills, during the currency of the agreement so that at the end of the agreement the County Government of Meru will be able to stand on its own.
• Establishment and erection of irrigation equipments and accessories which includes and not limited to centre pivots, water pumps, electric motors, irrigation pipes
• Distribution of seedlings to various parts of the County Government of Meru

• Provide final report to County Government of Meru
• An inception report at the beginning of the exercise; the report should detail the methodology to be adopted and the people to be interviewed.
• A detailed work-plan
• Key recommendations to be adopted by the County Government.
• Conduct monthly meetings with key leaders to advise on development programmes

Qualifications, Skills and Experience
This consultancy will be conducted by a team of expertise who will possess the following: The Firm will carry out this assignment. The Firm will be responsible for additional skills/resources employed for this assignment.

The Firm identified for this assignment will have the following expertise:

Team Leader
• Education: First degree in agricultural science, Forestry, Agribusiness, or related field
• Minimum 8 years’ experience in either agro-business development (farmer groups, exporters, buyers, traders, transporters, input suppliers or processors)
• Experience with community-based programming
• Experience in small to medium scale agro-enterprise management
• Experience in developing proposals and report writing
• Experience with externally funded development programmes would be desirable, preferably with experience in market-oriented projects
• Experience in dealing with local NGOs, government ministries
• Proficient computer skills - Microsoft Office software, email, internet, spread sheets
• Fluency in English and Kiswahili
• Valid driving license

Other team members of the firm addressing TORS

Nursery Manager
• Degree in Agriculture or agribusiness
• Minimum 5 years’ experience in nursery and out grower management
• Good Reporting skills
• Experience in IPM/ICM, crop nutrition, pest and disease management or Diploma with work experience in nursery project or out grower management Proven community mobilization skills and ability to effectively communicate – verbal & written
• Team player and leadership and supervision capabilities
• Ability to work independently and proceed with objectives without close supervision
• Ability to produce and sell seedlings to serve farmers and others involved in the agriculture industry
• Desire to remain updated with new agricultural trends and technology
• Computer literate and a valid Driver’s License
**Nursery Supervisor**
- Diploma/certificate with experience in agriculture or related disciplines
- Minimum 4 years in similar position supervising a group of people
- Proficient computer skills - Microsoft Office software, email, internet, spread sheets
- Good diagnostic and decision making skills
- Report writing skills
- Proven ability to effectively communicate – verbal & written skills
- Ability to work independently and proceed with objectives without close supervision
- Desire to serve farmers and others involved in the agriculture industry
- Desire to remain updated with new agricultural trends and technology
- Self-motivation, willingness to learn and good work ethic
- Valid Driver’s License
- Experience with organic productions is added advantage

**Agronomist**
- First degree in agricultural science, Forestry, Agribusiness, or related field
- Minimum 5 years’ experience in either agri-business development (farmer groups, exporters, buyers, traders, transporters, input suppliers or processors)
- Experience in handling public private partnerships
- Experience in small to medium to large/ scale agro-enterprise management
- Good understanding of government regulations in handling fruits and nuts value chains
- Experience with externally funded development programs would be desirable, preferably with experience in market-oriented projects
- Well conversant with requirements of government regulatory bodies such as KEPHIS, HCD, AFA, NEMA, OSHA and international certification and compliance like GLOBAL-GAP,
- Proficient computer skills - Microsoft Office software, email, internet, spread sheets
- Fluency in English and Kiswahili
- Valid driver license

**Quality Assurance Manager**
- Minimum BSC in food science and technology from a recognized university
- Minimum of 5 years’ experience in a food industry handleings FMCG
- Excellent technical skills in ISO,22000, FSSC, BRC
- An accredited food systems auditor
- Good numerical skills and proper understanding of statistics both microbiological and morphological appearance of food related pathogens
- Leadership skills
- Planning and organization skills
- Communication and interpersonal skills
- Problem-solving skills
- Team working skills
- IT skills

**General Nursery Staff**
- Certificate in agriculture and Agri related courses
- Minimum two years’ experience in either agro-business development (farmer groups, buyers, traders, transporters, input suppliers or processors) OR community related projects
- Certificate of Good conduct, recommendation letter from local administration
- Proven community mobilization skills and ability to effectively communicate – verbal & written
- Motor cycle driving skills
Grafters
- Relevant experience of work in similar position
- Proven capacity to graft macadamia seedlings with over 80% success rate Certificate of Good conduct and recommendation letter from local administration

Bid Requirements
Consultants who meet the requirements of this assignment should submit Request for Proposal, which should include the following:
- Proposed study methodology including a detailed work plan.
- Updated curriculum vitae of the consultants and assistants that clearly spell out their qualifications and experience.
- Contacts of 5 professional organizations that have recently contracted the firm to carry out similar study/research tasks.
- Financial proposal with daily costs per activity

Administration notes Logistics:
The consultant will meet their own costs related to transport and food.

Reporting structure:
The consultant will report to Farm Manager Kaguru ATC on day to day running of nurseries during the review period. Final products will be reviewed and signed off by Chief Officer Agriculture: The seedlings produced will be sold to farmers on subsidized prices.

CONSULTANCY DURATION
Overall Consultancy Period
The entire period of this consultancy will be Five (5) Years.

REPORTING

ADMINISTRATIVE INFORMATION
Supervision and Reporting
The overall supervisor of this assignment will be the Chief Officer Agriculture

SCHEDULE OF PAYMENTS
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 materials and spares. Viz……………………..[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of …………………………………[contract price in words and figures]

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 tenderer hereby covenants with the Procuring entity to provide the materials and spares 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 provision of the materials and spares and the remediing 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_________________.
CONFIDENTIAL BUSINESS QUESTIONNAIRE

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.

<table>
<thead>
<tr>
<th>Part 1 General</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Name</td>
</tr>
<tr>
<td>Location of Business Premises</td>
</tr>
<tr>
<td>Plot No, Street/Road</td>
</tr>
<tr>
<td>Postal address, Tel No., Fax Email</td>
</tr>
<tr>
<td>Nature of Business</td>
</tr>
<tr>
<td>Registration Certificate No.</td>
</tr>
<tr>
<td>Maximum value of business which you can handle at any one time – Kshs.</td>
</tr>
<tr>
<td>Name of your bankers</td>
</tr>
<tr>
<td>Branch</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part 2 (a) – Sole Proprietor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Your name in full</td>
</tr>
<tr>
<td>Age</td>
</tr>
<tr>
<td>Nationality</td>
</tr>
<tr>
<td>Country of Origin</td>
</tr>
<tr>
<td>Citizenship details</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part 2 (b) – Partnership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Given details of partners as follows</td>
</tr>
<tr>
<td>Name</td>
</tr>
<tr>
<td>1.</td>
</tr>
<tr>
<td>2.</td>
</tr>
<tr>
<td>3.</td>
</tr>
<tr>
<td>4.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Part 2 (c) – Registered Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private or Public</td>
</tr>
<tr>
<td>State the nominal and issued capital of company</td>
</tr>
<tr>
<td>Nominal Kshs.</td>
</tr>
<tr>
<td>Issued Kshs.</td>
</tr>
<tr>
<td>Given details of all directors as follows</td>
</tr>
<tr>
<td>Name</td>
</tr>
<tr>
<td>1.</td>
</tr>
<tr>
<td>2.</td>
</tr>
<tr>
<td>3.</td>
</tr>
<tr>
<td>4.</td>
</tr>
</tbody>
</table>

Date………………………………Signature of Candidate…………………………
TENDER SECURITY FORM

Whereas ………………………………………….[name of the tenderer]

(hereinafter called “the tenderer”) has submitted its tender dated……………….[date of submission of tender] for the provision of ………………………………………………………………

……………………………………………………………………………………………………………….

[name and/or description of the services]

(hereinafter called “the Tenderer”)………………………………………………………………………

KNOW ALL PEOPLE by these presents that WE………………………………………

Of……………………………………………having registered office at

……………………………………………………………………………………………………………………

[name of procuring entity](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 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)
PERFORMANCE SECURITY FORM

To: ...............................................................

[name of the 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 services](Hereinafter called “the contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for 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 figures],

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

This guarantee is valid until the _____ day of 20

____________________________________________________________________

Signature and seal of the Guarantors

____________________________________________________________________

[name of bank or financial institution]

____________________________________________________________________

[address]

____________________________________________________________________

[date]

(Amend accordingly if provided by Insurance Company)
BANK GUARANTEE FOR ADVANCE PAYMENT

To…………………………

[name of tender]…………………………………………

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

……………………………………………………………………

[name and address of tenderer][hereinafter called “the tenderer”] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of 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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
REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.........................................................APPLICANT

AND

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

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

REQUEST FOR REVIEW

I/We................................., the above named Applicant(s), of address: Physical address......................Fax No......Tel. No........Email ................., hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

1.
2.
e.tc.

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

1.
2.
e.tc

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
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 of which is hereby duly acknowledged, wed, the undersigned, offer to provide. [description of services] 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 provide the services in accordance with the services schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the tender guarantee in a sum 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. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this ________________ day of ___________ 20____ [signature] [In the capacity of]
Duly authorized to sign tender for and on behalf of__________