



KENYA NEWTORK INFORMATION CENTRE

RFP TO PROVIDE: AS PER ATTACHED ADVERTISEMENT

DUE DATE: 26TH FEBRUARY 2016

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REQUEST FOR PROPOSALS
SECTION 1 – INFORMATION TO suppliers [ITC]

Outline

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SECTION 1 – INFORMATION TO suppliers [ITC]

2.1 Introduction

2.1.1 The **KENYA NETWORK INFORMATION CENTRE[KeNIC]** will select a firm from among those invited to submit a proposal on provision of consultancy service for

2.1.2 The suppliers are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment.

2.1.3 The suppliers must familiarize themselves with local conditions and take them into account in preparing their proposal. To obtain first hand information on the assignment and on the local conditions, suppliers are encouraged to liaise with **KeNIC** regarding any information that they may require before submitting a proposal and to attend a pre proposal conference on the dates indicated in the appendix. suppliers should contact the official named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre- proposal conference. Suppliers should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

2.1.4 **KeNIC** 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.

2.2 Clarification and Amendment of RFP Documents

2.2.1 Suppliers 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 or electronic mail to the client’s address indicated in the Appendix “ITC” . The Client will respond by 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 inquiring] to all invited suppliers who intend to submit proposals.

2.2.2 At any time before the submission of proposals , Kenya Network Information Centre may for any reason, whether at its 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, to all invited suppliers 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 suppliers proposal shall be written in English language. Documents in other languages must be accompanied by an English translation of the same.

2.3.2 In preparation the Technical proposal ,suppliers are expected to examine the documents constituting this RFP in details . They should also pay particular attention to the evaluation criteria if they are to optimize on their technical score . Materials deficiencies in providing the information requested may result in rejection of a proposal.

2.3.3 While preparing the Technical Proposal , suppliers must give particular attention to the following;

- I. If a firm considers that it does not have the expertise for the assignment , it may obtain a full range of expertise by associating with individual suppliers[s] and or other firms or entities in a joint venture or sub-consultancy as appropriate. suppliers shall not associate with the other suppliers invited for this assignment. Any firm associating in contravention of this requirement shall automatically be disqualified. **An original signed letter from the associating firm confirming the association for the purpose of this assignment must be attached.**
- 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 the evaluation criteria , 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 in a similar assignment . For each assignment the outline should indicate *inter*

alia , the profiles of the staff proposed ,duration of the assignment , contract amount , technical capabilities and firm's involvement . The experiences should be similar to this assignment. Piecemeal services will not be considered for the purposes of relevant experience.

- II. Any comments or suggestions on the Terms of Reference, a list of
- III. services and facilities to be provided by the Client.
- IV. A description of the methodology and work plan for performing the assignment. In describing their methodology bidders are asked to focus on the Terms of Reference[TOR] and show how each of the TORs will be addressed.
- V. The lists of the proposed staff team by specialty ,the tasks that would be assigned to each staff team member and their timing. The qualifications are set out in the evaluation criteria.
- VI. 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 within the last ten[10] years.
- VII. Estimates of the total staff input [professional and support staff staff –time] needed to carry out the assignment support by bar chart diagrams showing the time proposed for each professional staff team member.
- VIII. Any additional information requested in Appendix – Information to suppliers [“ITC”}.

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

- 2.4.1** In preparation the financial proposal , suppliers are expected to take into account the requirement and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms [Section IV]. It should list 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 [vehicle , 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. Third party costs to be borne directly by KeNIC should not be included. The financial proposal must include the following;

- a) Financial proposal submission form
- b) Summary of costs with the total amount of the financial proposal
- c) Breakdown per activity
- d) Miscellaneous expenses
- e) Breakdown of remuneration per activity
- f) Bid security shall be equivalent to 2% of the quoted price and valid for 120 days from the day of RFP opening. The format of the bid security is attached.

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 suppliers , the sub – suppliers and their personnel , unless Appendix “ ITC” specifies otherwise.

2.4.3 Suppliers shall express the price of their services only in **Kenya Shillings**.

2.4.4 Commissions and gratuities, if any , paid or to be paid by suppliers 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 suppliers is expected to keep available , at his own cost, the professional staff proposed for the assignment . KeNIC will make best efforts to complete negotiation within this period.

If the Client wishes to extend the validity period of the proposals, the suppliers shall agree to the extension. The suppliers who do not agree shall have the right not to extend the validity of their proposal.

2.5 Submission , Receipt AND Opening of Proposals

2.5.1 The original proposal [Technical and Financial Proposals] shall be prepared in indelible ink . It shall contain no interlineations or overwriting , except as necessary to correct errors made by the firm itself. Any such corrections must be initiated by the person authorized to sign the proposals.

2.5.2 For each proposal , the suppliers shall prepare an original and two bound copies of the original technical and financial proposals . 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 PROPOSED**” and warning : “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both envelopes shall be placed into an outer sealed envelop clearly marked “**NAME OF THE CONSULTANCY SERVICE.**” 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 Proposal must be delivered at the submission address on or before the time and date stated in the Appendix “ITC.” Any proposal shall be returned to the respective suppliers 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 until the evaluation of the technical proposal is completed.

2.5.6 Proposal Evaluation General

2.6.1 From the time the bids are opened to the time the contracts is awarded , if any suppliers 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 company proposal evaluation , proposal comparison or contract awards decisions may result in the rejection of the suppliers’ s proposal.

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

2.7 Evaluation of Technical Proposal

The RFP evaluation committee shall evaluate the RFP within thirty [30] days of the validity period from the date of the first opening of the RFP based on the responsiveness to the Terms of References , applying the general evaluation criteria attached below;

a) Specific Experience of the firm Related to the Assignment

Description of consultancy / organization profile indicating the suitability to carry out the specific assignment.

Demonstrate experience in conducting/ carrying out “NAME OF CONSULTANCY SERVICE SOUGHT” or a comparable programmes were conducted MUST be disclosed in the form provided. All reference letter from client firms MUST be attached.

b) Approach , strategy and Methodology for Conducting the supply of product/service

The suppliers shall give details on the approach , strategies and methodology to ensure effectiveness of the training. The suppliers shall give an outline of the areas and topics that will be covered , objectives , content , delivery strategy , taking into account KeNIC operations special conditions of the contract , mission , vision and core value .

c) Qualification and experience of Key staff

The suppliers shall present at least three [3] suppliers comprising of a team leader and two [2] principal suppliers to conduct the assignment. Team leader shall have at least a bachelor's degree and a minimum of eight [8] years experience in spearheading similar assignments or a comparable programme. The other two members shall have at least a Bachelor's degree and a minimum of four [4] years experience in conducting similar assignments or a comparable programme. Signed up CVS and copies of academic and professional certificates of all the trainers must be attached.

d) Mechanisms for long – term sustenance after the training /assignment

The suppliers shall demonstrate mechanisms for long terms sustenance and embedding of skills , knowledge and attitudes after the training/assignment.

A detailed evaluation criteria arising from the above is as attached in Attachment I.

Only RFP who will have attained a threshold score of 70% in the Technical evaluation stage will proceed to the next stage of financial evaluation.

e) Mandatory Requirement

Each prospective supplier should provide KeNIC with the following documents:

1. A detailed company profile
2. A valid copy of the company's certificate of registration
3. A copy of the company's Personal Identification Number (PIN)
4. A copy of the company's Value Added Tax (VAT) certificate
5. A valid copy of Kenya Revenue Authority (KRA) tax compliance certificate

f) All suppliers must have a Dot KE (.Ke) registration

g) Quality, quantity and timeliness of delivery of service/product

2.8 Public Opening and Evaluation of Financial Proposal

- 2.8.1. After Technical Proposal evaluation , the KeNIC shall notify those suppliers 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 company shall simultaneously notify the suppliers 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 suppliers who choose to attend. Notification may be sent through registered mail, or electronic mail.

The opening date shall not be sooner than seven [7] days after the notification date.

- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the firm’s representatives who choose to attend . The name of the firm , the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. KeNIC shall prepare minutes of the public opening.
- 2.8.3 The evaluation committee will determine whether the financial proposals are complete [ie . whether the suppliers 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 proposals. In all cases ,the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 An Evaluation Bid Score [B] will be calculated for each responsive bid using the following formula, which permits a comprehensive assessment of the bid price and the technical merits of each bid:

$$B = \frac{C_{\text{low}}}{C} X + \frac{T}{T_{\text{high}}} (1 - X)$$

Where

- C = Evaluation Bid Price
C low = the lowest of all Evaluation Bid Prices among responsive bids.
T = the total Technical Score awarded to the bid
T high = the Technical Score achieved by the bid that was Scored highest among all responsive bids.
X = Weight for the price is 0.3

- 2.8.5 The RFP evaluation committee shall evaluate the RFP within 30 days from the date of opening the RFP.
- 2.8.6 Contract price variations shall not be allowed for this contract.

<~ Negotiations

- 2.9.1 Negotiation will be held at the same 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 Negotiation will include a discussion of the Technical Proposal , the proposed methodology (work plan) , staffing and any suggestion 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 define the inputs required from the client to ensure satisfactory implementation of the assignment.
- 2.9.3 Unless there are exceptional reasons , the financial negotiation 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 negotiation , the client will require assurances that the experts will be actually available. The Client will require 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 negotiation fail, the Client will invitee the firm whose proposal received the second highest score to negotiate a contract.
- 2.9.6 The company shall appoint a team for the purpose of negotiation .

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 suppliers on the shortlist that

they were unsuccessful and return the Financial Proposal of those suppliers 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 “ ITC”.
- 2.10.3 The parties to the contracts 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 RFPs and on request give its reasons for termination within 14 days of receiving the request from any RFP.
- 2.10.6 To qualify for contract awards , the RFP 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 the 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 firms who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been awarded the Contract

2.12 Corrupt or fraudulent practices

- 2.12.1 The procuring entity requires that the firms observe the highest standards of ethics during the selected and award of the consultancy contract and also during the performance of the assignment.
- 2.12.2 The procuring entity will reject a proposal for award if it determines that the firm recommended for the award has engaged in corrupt or fraudulent practices in competing for the contract in question.

- 2.12.3 Further a firm found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

SECTION II: TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

- 3.1 In preparing the technical proposals the suppliers is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the suppliers own risk and may result in rejection of the suppliers's proposal.
- 3.2 The technical proposal shall provide all required information and any necessary additional information 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 suppliers or the Special Conditions of contract.

SECTION II – TECHNICAL PROPOSAL

Outline

1. Technical proposal submission form
2. Firms references
3. Comments and suggestions of suppliers on the Terms of Reference and on data, service and facilities to be provided by the procuring entity(client)
4. Description of the methodology and work plan for performing the assignment
5. Team composition and Task assignments
6. Format of curriculum vitae (CV) for proposed Professional staff
7. Time schedule for professional personnel
8. Activity (work schedule)
9. Confidential Business Questionnaire

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 three (3) Years That Best Illustrate Qualifications

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

Assignment Name:	Country
Location within Country	Professional staff provided by your Firm / Entity (profiles):
Name of client:	Clients contact person for the assignment
Address	No of Staff – Months ; Duration of Assignment:
Start Date (Month / Year): Completion Date(Month /Year):	Approx. Value of services (Kshs)
Name of Association suppliers . If any;	No of months of professional Staff provided by Associated suppliers:
Name of Senior Staff (project Director / Coordinator , Team Leader) involved and Functions performed:	
Narrative Description of project:	
Description of Actual Services Provided by Your Staff:	

Firm's Name: _____

Name and title of signatory; _____

(May be amended as necessary)

3. COMMENTS AND SUGGESTIONS OF SUPPLIERS 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.

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

4. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical / Managerial Staff

Name	Position	Tasks

2. Support staff

Name	Position	Tasks

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

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm: _____ Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned:

Key Qualifications:

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

Education

Summarize college / university and other specializes 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 data correctly describe me, my qualifications, and my experience.

_____ Date: _____
(signature of staff member)

_____ Date: _____
(signature of authorized representative of the firm)

Full name of staff member:

Full name of authorized representative:

6 .TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports/Due Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of months

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

SECTION III: - FINANCIAL PROPOSAL

Notes on preparation of financial proposal

- 3.1 The Financial proposal prepared by the suppliers 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.
- 3.2 The financial proposal shall be in Kenya Shillings or any other freely convertible currency in Kenya and shall take into account the tax liability and cost of insurance specified in the request for proposal.
- 3.3 The financial proposal should be prepared using the Standard forms provided in this part

SECTION III - FINANCIAL PROPOSAL STANDARD FORMS

Outline

1. Financial proposal submission Form
2. Summary of costs
3. Breakdown of price/ per activity
4. Breakdown of remuneration per activity
5. Reimbursable per activity
6. Miscellaneous expenses

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 date (_____) [Date] and our proposal . Our attached financial proposal is for the sum of (_____) [Amount in words and figures] inclusive of the taxes.

We understand that you are not bound to accept the lowest or any proposal you receive.

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	
Reimbursable	
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) suppliers				
Grand Totals				

5.REIMBURSABLES PER ACTIVITY

Activity No: _____

Name: _____

No	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2.	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Days			
	Grand Total				_____
					—

7. 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: computer etc.				
4.	Software				
	Grand Total				_____ _____

Specific Terms of Reference

Design and conduct a comprehensive Training program/ NAME OF CONSULTANCY SERVICE SOUGHT covering 100 staff using delivery tools and strategies that will give maximum impact.

Prepare training reports on key observations and feedback from participants and suggested action plans.

ANNEX 2
CONTRACT FOR suppliers'S SERVICES

Between

[name of the client]

AND

[name of the suppliers]

Dated: _____ **[date]**

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 clients address/ (hereinafter called " the client") of the one part AND _____[insert suppliers's name] of / or whose registered office is situated at] _____ [insert suppliers's address](hereinafter called "the suppliers'") of the other part.

WHEREAS , the suppliers is willing to perform the said Services,

NOW THEREFORE THE PARTIES, hereby agree as follows:

- 1. Services**
- i] The suppliers shall perform the Services specified in Appendix A, "Terms of References and Scope of Services", which is made an integral part of this Contract.
 - ii]The suppliers shall provide the reports listed in Appendix B, "suppliers's Reporting Obligations," within the time periods listed in such Appendix and the personnel listed in Appendix C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.
- 2. Terms**
- The suppliers shall perform the Services during the period commencing _____[insert start date] and continuing through to _____[insert completion date]or any other period[s] as may be subsequently agreed by the parties in writing.

3. Payment A. Ceiling

For Services rendered pursuant to Appendix A, the Client shall pay the suppliers an amount not to exceed a ceiling of _____ [insert ceiling amount]. This amount has been established based on the understanding that it includes all of the suppliers's costs and profits as

(i)

Well as any tax obligation that may be imposed on the suppliers. The payments made under the Contract consist of the suppliers's remuneration as defined in sub- paragraph (B) below and of the reimbursable expenditures as defined in sub – paragraph (C) below.

B. Remuneration

The Client shall pay the suppliers for Services rendered at the rate[s] per man/ month spent [or per day spent or per hour spent , subject to a maximum of eight hours per day] in accordance with the rates agreed and specified in Appendix C , “Cost Estimate of Services , list of Personnel and Schedule of Rates.”

C. Reimbursable

The Client shall pay the suppliers for reimbursable expenses which consist of and be limited to:

Normal and customary expenditures for official road and air travel , accommodation , printing and telephone charges; air travel will be reimbursed at the costs of less than first class travel and will need to be authorized by the Client's coordinator;

Such other expenses as approved in advance by the Client's coordinator.

D Payment Conditions.

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

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation

4. Project A. Coordinator Administration

The Client designates _____ (insert name) as Client's Coordinator; the Coordinator shall be responsible of activities under the contract , for receiving and approving invoices

(ii)

For payment and for acceptance of the deliverables by the Client.

B. Time sheets

During the course of their work under this Contract including field work , the suppliers's employees

Providing services under this Contract may be required to complete time sheets or any other document used to identify time spent as well as expenses incurred , as instructed by the Project Coordinator.

C. Records and Accounts

The suppliers shall keep accurate and systematic records and accounts in respect of the Services which will clearly identify all charges and expenses.. The Client reserves the right to audit or to nominate a reputable accounting firm to audit the suppliers's records relating to amounts claimed under this contract during its term and any extension and for a period of three months thereafter.

5. Performance Standard

The suppliers undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The suppliers shall promptly replace Any employees assigned under this Contract that the Client considers unsatisfactory.

6 Confidentiality

The suppliers 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 suppliers for the Client under the Contract shall belong to and remain the property of the Client . The suppliers may retain a copy of such documents and software.