REQUEST FOR PROPOSAL

KALRO/011/HQTS/RFP.RT/2019-20

PROVISION FOR EVENT MANAGEMENT SERVICES FOR IGC-IRC KENYA 2020 CONGRESS

CLOSING DATE: 15th NOVEMBER , 2019 at 11.00 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 - LETTER OF INVITATION

TO: ................................................................. Date .................................................................

Dear Sir/Madam,

RE: Request for Proposal for Provision of Event Management Services for IGC-IRC Kenya - 2020 Congress

1.1 Kenya Agricultural Research and Livestock Organization invites proposal for consultancy services for provision of event management IGC-IRC Kenya 2020 congress

1.2 The request for proposals (RFP) includes the following documents:
   - Section I - Letter of invitation
   - Section II - Information to consultants
   - Section III - Terms of Reference
   - Section IV - Technical proposals
   - Section V - Financial proposal
   - Section VI - Standard Contract Form

1.3 Upon receipt of this RFP please inform us on email tenders@kalro.org that:
   (a) that you have received the letter of invitation
   (b) whether or not you will submit a proposal for the assignment

1.4 Further information may be obtained at Director Supply Chain Management’s office, KALRO Headquarters, Kaptagat Road, P.O. Box 57811-00200, Nairobi, during normal working hours.

1.5 A complete set of tender document may be obtained from KALRO website: www.kalro.org

1.6 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box situated at the entrance to the main building of KALRO Headquarters on Kaptagat Road, off Kangemi fly over on or before 15th November, 2019 at 11.00 a.m. Bulky documents that cannot go through the slot of the Tender box may be delivered to KALRO Headquarters, ground floor Room 151 on or before 15th November 2019.

1.7 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for 90 days from the closing date of the tender. Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at KALRO Headquarters, Boardroom on 15th November, 2019 at 11.00 a.m.
Director, Supply Chain Management
FOR: DIRECTOR GENERAL

SECTION II – INFORMATION TO CONSULTANTS (ITC)
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SECTION II: INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

2.1.1 The Client named the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.

2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.

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

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

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

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

2.1.7 The price to be charged for the tender document shall not exceed Kshs.5, 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 60 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

<table>
<thead>
<tr>
<th>Points</th>
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<tbody>
<tr>
<td>(i) Specific experience of the consultant related to the assignment (5-10)</td>
</tr>
<tr>
<td>(ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference (20-40)</td>
</tr>
<tr>
<td>(iii) Qualifications and competence of the key staff for the assignment (30-40)</td>
</tr>
<tr>
<td>(iv) Suitability to the transfer of Technology Programme (Training) (0-10)</td>
</tr>
</tbody>
</table>

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 to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.

2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix “ITC”, be as follows: Sf = 100 X FM/F where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + p = 1) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows: S = St x T % + Sf x P %. The firm achieving the highest combined technical and financial score will be invited for negotiations.

2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.

2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price

2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.
2.9 Negotiations

2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.

2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).

2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

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

2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “A”.

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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

Note on the Appendix to Information to Consultants

1. The Appendix to information to consultant is intended to assist the procuring entity in providing specific information in relation to corresponding claims in the information to consultants included in Section II and the appendix has to be prepared for each specific consultancy.

2. The Procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the assignment of the consultancy and the proposals evaluation criteria that will apply to the RFP Consultancy.

3. In preparing the appendix the following aspects should be taken into consideration.

   (a) The information that specifies or complements provisions of Section II to be incorporated.

   (b) Amendments of Section II as necessitated by the circumstances of the specific consultancy to be also incorporated

   (c) Section II should remain unchanged and any changes or amendments should be introduced through the appendix.
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.

<table>
<thead>
<tr>
<th>Clause Reference</th>
<th>PARTICULARS OF APPENDIX TO INFORMATION TO CONSULTANTS</th>
</tr>
</thead>
</table>
| 2.1.1            | Name of Client: **Kenya Agricultural and Livestock Research Organization**  
Method of Selection: **Quality Cost Based Selection (QCBS)** |
| 2.1.2            | **Provision of Event Management Services for IGC-IRC Kenya 2020 Congress** |
| 2.1.3            | There will be a **MANDATORY** pre-bidding meeting on **Thursday 7th November 2019 at 10.00am at KALRO Headquarter, Boardroom starting 10am** |
| 2.2.1            | Tenderers may seek clarification until not later than seven (7) days to the closing date. The request should be in writing and addressed to;  
**The Director General**  
**Kenya Agricultural and Livestock Research Organization**  
P O Box 57811-00200  
NAIROBI  
Att. Director, Supply Chain Management  
Email; **tenders@kalro.org** |
| 2.4.3            | Fees shall be in Kenyan Shillings |
| 2.4.4            | Financial Proposal validity period shall be 90days after tender closing date |
| 2.5.3            | This shall be a two envelope proposal: **TECHNICAL PROPOSAL** and **FINANCIAL PROPOSAL** in separate envelopes each in two copies. Marked **Original or Copy** as appropriate.  
The proposal should be addressed to;  
**Director General**  
**Kenya Agricultural and Livestock Research Organization**  
P O Box 57811-00200  
**Nairobi** and clearly marked **DO NOT OPEN BEFORE 15th November, 2019 at 11.00 a.m.** |
| 2.5.4            | The Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box situated at the entrance to the main building of **KALRO Headquarters on Kaptagat Road, off Kangemi fly over, on or before 15th November, 2019 at 11.00 a.m.** Bulky documents that cannot go through the slot of the Tender box may be delivered to **KALRO Headquarters, ground floor Room 151 on or before 15th November, 2019 at 11.00 a.m.** Late bids will be rejected |
2.7.1 i) Mandatory Requirement-Evaluation Criteria

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
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<tbody>
<tr>
<td>1</td>
<td>Copy of valid certificate of Business Registration/Incorporation</td>
</tr>
<tr>
<td>2</td>
<td>Copy of valid Tax compliance Certificate</td>
</tr>
<tr>
<td>3</td>
<td>Dully Filled in, Signed and stamped business questionnaire form.</td>
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<tr>
<td>4</td>
<td>Company profile (Company History Contacts and Services)</td>
</tr>
<tr>
<td>5</td>
<td>All pages of both original and copy of the tender documents submitted MUST be sequentially serialized and neatly bound by the tenderers.</td>
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<tr>
<td>6</td>
<td>Provide certified copies of Audited Accounts for the last three (3) 2016-2018</td>
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<tr>
<td>7</td>
<td>Evidence of signed document for Pre-bid meeting as specified under clause 2.1.3 of the Appendix to Information to Consultants</td>
</tr>
<tr>
<td>8</td>
<td>Must submit 1.5% bid bond in form of bank guarantee <strong>NB.</strong> AGPO qualified consultants will not be required to submit bid bond and copies of audited accounts, <strong>BUT</strong> must submit a dully filled-in and rubber stamped Tender Security Declaration form</td>
</tr>
<tr>
<td>9</td>
<td>A letter confirming availability of immediate engagement</td>
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</tbody>
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Firms registered under AGPO category will be exempt from submission of bid bond and audited accounts but **WILL** be required to submit dully filled, signed and rubber stamped Tender Securing Declaration Form.

**Note:** Only bidders that meet all the above mandatory requirement will be considered for technical evaluation.

2.7.1 ii) Technical Evaluation Criteria

At the technical evaluation stage, the bids will be evaluated based on the set criteria in the tender document. The technical evaluation is out of 100 marks with a pass mark of 75 marks.

The technical evaluation is as appended in the table below:

<table>
<thead>
<tr>
<th>No.</th>
<th>Criteria</th>
<th>Score</th>
<th>Weight</th>
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<tbody>
<tr>
<td>1.1</td>
<td>Experience of the firm related to the assignment</td>
<td>20 points</td>
<td>20%</td>
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<tr>
<td>1.1</td>
<td>The firm must have proven experience of at least five (5) years in previous International Scientific Conference Management and high-level Protocol Management-5points</td>
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<td>The firm must provide at least three (3) National conferences and one (1) International conference tasks completed successfully in the last 5 Years;</td>
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<td></td>
<td>3 National and 1 International or more Conferences -</td>
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<tr>
<td>Points</td>
<td>Description</td>
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| 15 | 2 National and 1 International Conferences - **10 points**  
1 National and 1 International Conference - **5 Points**  
(Attach copies of LPO, or Contract agreements of similar assignment) |
| 35 | **Approach and Methodology** |
| 25% | 2.1 Provide details on approach, strategies and methodology for conducting the assignment throughout the contract period.  
o Site organization for conducting the conference – **5 points**  
o Appropriateness of Methodology in executing the assignment as per the objectives and scope of work - **10 points**  
o Work plan and mobilization schedule – **10 points**  
o Organization structure and staffing-**10 points** |
| 35 | Qualifications and experience of key staff for the assignment (Attach CV’s) |
| 35% | 3.1 The lead event manager should have a degree minimum of education in field of Business Administration, Hospitality, International Relations, Public relations or any relevant field;  
Master’s Degree -**15 Points**  
Bachelor’s Degree- **10 point**  
At least five (5) years proven experience in National and International Event Management (Attach evidence of contracts) -**10 point**  
Demonstrated affinity with Agricultural Sector - **10 points** |
<p>| 10 | <strong>Understanding of and conformity to the ToRs and additional suggestions</strong> |
| 10% | 4.1 Methodology of implementing the assignment - <strong>5point</strong> |
| 5 | 4.2 Consultant’s relevant additional suggestions and proposals on the Terms of Reference and the assignment– <strong>5 points</strong>. |
| TOTAL | <strong>100</strong> | <strong>100%</strong> |</p>
<table>
<thead>
<tr>
<th>NOTE:</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>▪ Only tenderers that obtain the minimum 75% technical score shall be considered to financial evaluation stage.</td>
<td>▪ The Special Interest Group (Youth, Women and People living with disability) MUST submit a valid AGPO certificate for the relevant field.</td>
</tr>
<tr>
<td>▪ AGPO registered firms will be accorded a 10% preferential treatment during the financial evaluation.</td>
<td>▪ AGPO registered firms will be accorded a 10% preferential treatment during the financial evaluation.</td>
</tr>
</tbody>
</table>

2.10.2 Date of commencing the assignment shall be agreed at the time of signing the contract with the consultant.
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 consultant’s 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.
TABLE OF CONTENTS

1. Technical proposal submission form

2. Firms references

3. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity

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)
1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____________________ Date]

To: _______________________[Name and address of Client)

Ladies/Gentlemen:

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

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

We remain,

Yours sincerely,

________________________________ [Authorized Signature]

________________________________ [Name and Title of Signatory]

________________________________ [Name of Firm]

________________________________ [Address]
## 2. FIRM’S REFERENCES

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

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>
</tr>
</thead>
<tbody>
<tr>
<td>Location within Country:</td>
<td>Professional Staff provided by Your Firm/Entity(profiles):</td>
</tr>
<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>
</tr>
<tr>
<td>Start Date (Month/Year):</td>
<td>Completion Date Month/Year:</td>
</tr>
<tr>
<td>Approx. Value of Services (Kshs)</td>
<td></td>
</tr>
<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>
<td></td>
</tr>
<tr>
<td>Narrative Description of project:</td>
<td></td>
</tr>
<tr>
<td>Description of Actual Services Provided by Your Staff:</td>
<td></td>
</tr>
</tbody>
</table>

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.
14. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT
5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Task</th>
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<tbody>
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</tbody>
</table>

2. Support Staff

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Task</th>
</tr>
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<tbody>
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</tr>
</tbody>
</table>
6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position:
_____________________________________________________________

Name of Firm:
_____________________________________________________________

Name of Staff:
_____________________________________________________________

Profession:
_____________________________________________________________

Date of Birth:
_____________________________________________________________

Years with Firm: __________________ Nationality: __________________

Membership in Professional Societies:
_____________________________________________________________

Detailed Tasks Assigned:
_____________________________________________________________

Key Qualifications:

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

Education:

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

Employment Record:

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

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

_________________________________ Date: __________________________

[Signature of staff member] Date:

[Signature of authorised representative of the firm]

Full name of staff member: _______________________________________

Full name of authorized representative: ________________________________
Notes on preparation of Financial Proposal

4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.

4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.

4.3 The financial proposal should be prepared using the Standard forms provided in this part
SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

Table of Contents

1. Financial proposal submission Form
2. Summary of costs
3. Breakdown of price/per activity
4. Breakdown of remuneration per activity
5. Reimbursables 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 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></td>
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</table>

<table>
<thead>
<tr>
<th>Price Component</th>
<th>Amount(s)</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>Names</th>
<th>Position</th>
<th>Input (Staff months, days or hours as appropriate.)</th>
<th>Remuneration Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular staff</td>
<td>(i)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(ii)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consultants</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grand Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
5. REIMBURSABLES PER ACTIVITY

Activity No: ________________________________            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>Air travel</td>
<td>Trip</td>
<td></td>
<td></td>
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<tr>
<td>2.</td>
<td>Road travel</td>
<td>Kms</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>3.</td>
<td>Rail travel</td>
<td>Kms</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Subsistence Allowance</td>
<td>Day</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Grand Total</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

6. 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>
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<tr>
<td>2.</td>
<td>Drafting, reproduction of reports</td>
<td></td>
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<tr>
<td>3.</td>
<td>Equipment: computers etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>4.</td>
<td>Software</td>
<td></td>
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<td></td>
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<tr>
<td></td>
<td>Grand Total</td>
<td></td>
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</tbody>
</table>

Grand Total
7. **TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

Months (in the Form of a Bar Chart)

<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 months</th>
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</table>

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>
</tr>
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<tbody>
<tr>
<td>__________________</td>
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<td>__________________</td>
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</table>

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

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
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</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>4. 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. Draft Report</td>
<td></td>
</tr>
<tr>
<td>4. Final Report</td>
<td></td>
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</tbody>
</table>
SECTION V: - TERMS OF REFERENCE

TERMS OF REFERENCE EVENT MANAGEMENT CONSULTANCY IGC-IRC KENYA 2020 CONGRESS HOSTED BY THE MINISTRY OF AGRICULTURE, LIVESTOCK AND FISHERIES

1.1 Background

The Ministry of Agriculture, Livestock and Fisheries, in conjunction with the Animal Production Society of Kenya and the Kenya Agricultural and Livestock Research Organization (KALRO), is hosting the Joint XXIV- International Grassland Congress (IGC) and the XI Rangeland Congress (IRC) from October 23 to 30, 2020 at KICC, Nairobi Kenya. The hosting of the first-ever joint congress in Africa is significant as this region offers diverse and unique tropical savannah ecosystems, which are home to some of the most economically important grasses and livestock; cultures spectacular wildlife in the world. This momentous event will enable the scientific community and development practitioners to deliberate on various advances made in the field of grassland and rangeland science and management. The congress is expected to draw about 1200 delegates from many countries in all regions of the world.

The National Organizing Committee (NOC), Chaired by the Principal Secretary, State Department of Livestock (PS-SDL) comprises of the following six sub-committees: (i) Publications, (ii) Program, (iii) Local Arrangements, (iv) Tours, (v) Publicity and (vi) Finance. The NOC secretariat is based at KALRO Headquarters. The NOC secretariat has installed and customized an online event management system, Dryfta, which is being used for abstract submission and review process, and congress registration. The event management system is integrated to the congress website (http://2020kenya-igc-irc.rangelandcongress.org/) and an-line payment system.

The NOC is seeking to recruit an event Organizer to coordinate and implement various activities planned by the NOC and the various sub-committees for the successful hosting of the joint congress.

1.2 Objective of the assignment

The overall objective of this assignment is to assist the National Organizing Committee in the preparations towards the hosting of the congress and to coordinate the implementation of activities planned before and during the congress, as described in the scope work.
1.3 Scope of Work

The firm, in close collaboration with the national organizing committee and its partners will undertake the following activities in a seamless manner in liaison with the different sub-committees:

1.3.1 Local arrangements sub-committee

- Work with NOC secretariat, to establish list of confirmed attendance.
- Work with Local Arrangements Sub-committee to finalize contractual arrangements with hotels, mode of accommodation bookings, keep record on delegates’ accommodation, countercheck on delegates pick up from the airport.
- Coordinate with Local Arrangements Sub-committee and Immigration desk at the airport to ensure seamless issuance of visas to delegates.
- Work with Local Arrangements Sub-committee to organize for reliable local transport from agreed bus companies, coordinate transport arrangements to and from the KICC during the congress. This will include inspection of vehicles, journey times, determining drop-off points, communication mode with drivers.
- Work with Local Arrangements Sub-committee to ensure high standard of cleanliness and maintenance of venue for event, ensure all AV, sound, lighting and screen projections are properly set-up.
- Work with the Local Arrangements Sub-committee to ensure a coordinated overall event management system during the actual congress. This will involve coordinating Site registration, flow of people during breakout sessions and meals, manage volunteers, accompanying persons and special needs programs.
- Liaise with Local Arrangements Sub-committee to ensure all relevant conference materials (bags, badges, programmes) are availed on time, adequate and available to all eligible delegates and guests.
- Work with Local Arrangements Sub-committee to determine final layout of the venue (seating arrangements, appropriate signage, mounting of event banners including exhibitions and oversee the setting up of exhibition booths and day today running of exhibitions.
- Work with the Local Arrangements Sub-committee to oversee see the implementation of the opening reception, lunches at the congress venue, Gala dinner and banquet.
- Work with NOC to draft the invitation letters, coordinate delivery to guests, and follow up with their protocol teams to confirm their attendance.

1.3.2 Program sub-committee

- Work with Program sub-committee and coordinate the poster sessions.
- Work with the Program sub-committee and protocol team at the Chief Guests Office to define the opening ceremony and flow of activities.
- Coordinate the drafting of speeches where required
- Work with Program sub-committee to ensure seamless logistical coordination of the different concurrent sessions, speakers, and chairpersons and rapporteurs. Organise briefing sessions for **ALL** session Chairpersons, and presenters and for Panel and for panel discussions - panellists and moderators prior to the conference (via skype).
- During the Congress work with Program sub-committee to ensure that the rooms for concurrent sessions are ready and with functional audio-visuals.
- Coordinate with Program sub-committee to ensure all presentation are loaded in time into the lap-tops for all sessions and test that all projector are working before start of a session.

### 1.3.3. **Publications Sub-committee**

- Liaise with Publications Sub-Committee to ensure the program and book of abstracts are prepared
- Liaise with Publications Sub-Committee to acknowledge receipt of abstracts, papers from various authors
- Coordinate with Publications Sub-Committee to identify reviewers of abstracts and papers
- Coordinate with the Program Sub-Committee to identify reviewers of abstracts and papers

### 1.3.4 **Tours Sub-committee**

- Help the Secretariat to call for proposals, with specific entities/companies (affiliated or registered with the Kenya Tourism Board) to provide services during the pre and mid congress tours - they will be given information on the number of delegates, the routes, areas of interest and timings.
- Receive and evaluate proposals, with the Secretariat.
- Facilitate the signing of binding contracts with the entities who will have been selected.
- Coordinate with/monitor the said entities for smooth flow of transport logistics for pre- and mid-congress route management.
- Receive and address any issues of concern from the Tours sub-committee, before, during and after the congress.
- Work with the Tours sub-committee throughout the period of Congress. This can be facilitated by designating a contact person who is going to be answerable to the sub-committee.
- Contracting tour operators for post-congress tours
- Work with the Tours sub-committee and KICC to coordinate transport and parked lunch arrangements during the pre-congress and mid-congress tours.
1.3.5 Publicity Sub-committee

- Assist the Publicity Sub-Committee to publicize the event on various platforms for financial support and paper submission.
- Work with the publicity Sub-Committee to develop and send out the various announcements/call for papers/press releases.
- Work with the Publicity sub-committee and the members of the IRC and IGC Continuing Committees to submit press releases to relevant scientific, producer and industry newsletters / journals around the world for free publicity on the Congress.
- Support in submitting promotional news items to all the major international scientific societies and related organizations whose membership might be potential delegates. This information should be posted on the society’s web site and emails to their membership.
- Coordinate with the publicity Sub-committee to organize a congress promotional display booth or information at scientific conferences and symposia.
- Work with publicity sub-committee to develop branding materials and in branding of the congress.
- Work with the Publicity Sub Committee to document the event in terms of photography and videography during the conference and submit the final soft copies.

1.3.6 Finance and Fundraising Committee

- Liaise with Finance and Fundraising Committee to promptly acknowledge and issue receipts for all payments for the congress – including sponsorship, registration, tours.
- Liaise with Finance and Fundraising Committee to ensure all sponsors are appropriately recognized and receive sponsorship benefits as per their level of contribution.
- Liaise with Finance Committee to ensure all due payment are paid and receipts issue.
- Liaise with Finance Committee to ensure all finance records are properly kept.

Overall deliverable

Execute a successful congress and prepare an acceptable final evaluation report within two weeks after conclusion of the Congress.

4. Duration and modalities of working

- This is a 12 month assignment that will end after completion and approval of the final conference report.
• The work schedule for the Congress Event Organizer will be discussed and agreed by NOC Secretariat and approved NOC.

3. Reporting requirements

• The Event Organizer firm will report directly to the Secretary, NOC Secretariat and Local Arrangements sub-committee, but will work closely with the National Organizing Committee and the other sub-committees
• The firm will provide monthly progress reports to the National Organizing Committee and the NOC Secretariat.

2 Qualification and requirements

The team leader of the Event Organizer must have a minimum qualification of at least Master degree in relevant field in Business administration, Hospitality, International relations, Public relations, or related disciplines.

Eligible firms must have proven experience of at least five years in previous International Scientific conference management and high-level protocol management. They should also have demonstrated experience in designing and executing event management programmes for national and international research organizations.
SECTION VI:

STANDARD FORMS OF CONTRACT

a. ANNEX I - SMALL ASSIGNMENTS (LUMP-SUM PAYMENTS)

NOTES

1. TIME BASED PAYMENT ___Time based fixed fee Exact duration of contract not fixed

2. LUMP-SUM PAYMENT _____Stated fixed contract sum.
SAMPLE CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS
LUMP-SUM PAYMENTS

CONTRACT

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

_________________________________________ [Insert Consultant’s name] of [or
whose registered office is situated at]
_________________________________________ [insert Consultant’s
address](hereinafter called “the Consultant”) of the other part.

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

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

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

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

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

3. Payment A. Ceiling
For Services rendered pursuant to Appendix A, the Client
shall pay the Consultant an amount not to exceed___
_____________[Insert amount]. This amount has been
established based on the understanding that it includes all

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of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

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

Kshs______________________ upon the Client’s receipt of a copy of this Contract signed by the Consultant;

Kshs______________________ upon the Client’s receipt of the draft report, acceptable to the Client; and

Kshs______________________ upon the Client’s receipt of the final report, acceptable to the Client.

Kshs______________________ Total

C. Payment Conditions

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

4. Project Administration

A. Coordinator.

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

B. Reports.

The reports listed in Appendix C, “Consultant’s Reporting Obligations,” shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

5. Performance

The Consultant undertakes to perform the Services with
Standards

the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality

The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client’s business or operations without the prior written consent of the Client.

7. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. Consultant Not to be Engaged in certain Activities

The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

9. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

10. Assignment

The Consultant shall not assign this Contract or sub-contract any portion of it without the Client’s prior written consent.

11. Law Governing Contract and Language

The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.

12. Dispute Resolution

Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.
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
FORM RB 1

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.

etc.

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

1.

2.

etc

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
CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c ) whichever applied to your type of business You are advised that it is a serious offence to give false information on this form

**Part 1 - General:**

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Location of business premises.</th>
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Plot No............................................. Street/Road ..........................................

Postal Address ......................... Tel No. ................. Fax ............... E mail ............

Nature of Business .................................................................

Registration Certificate No. ..........................................................

Maximum value of business which you can handle at any one time - Kshs. ..........................................

Name of your bankers ............................................................... Branch ........................................

<table>
<thead>
<tr>
<th>Part 2 (a) - Sole Proprietor</th>
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<tbody>
<tr>
<td>Your name in full ......................... Age .....................</td>
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Nationality ......................... Country of origin .........................

- Citizenship details .........................

<table>
<thead>
<tr>
<th>Part 2 (b) Partnership</th>
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<tbody>
<tr>
<td>Given details of partners as follows:</td>
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<tr>
<td>Name</td>
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<tr>
<td>Details</td>
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<th>Part 2 (c ) - Registered Company</th>
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<td>Private or Public ..........................</td>
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State the nominal and issued capital of company-
Nominal Kshs. ..........................
Issued Kshs. ..........................

Given details of all directors as follows

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<tr>
<th>Details</th>
<th>Name</th>
<th>Shares</th>
<th>Nationality</th>
<th>Citizenship</th>
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Date ........................................ Signature of Candidate ............................

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

(To be filled only by Disadvantaged groups; women, youth and Persons with disability)

(The Bidder shall complete this Form in accordance with the instructions indicated)

Date of Bid submission: 

Tender No: 

To: 

(Complete name of person signing this form)

Duly authorized to sign the bid for and on behalf of

Dated