



# **KENYA PIPELINE COMPANY RETIREMENT BENEFITS SCHEME**

RFP. NO: KPCRBS/PROC/003/2022

**REQUEST FOR PROPOSALS (RFP) FOR REVIEW OF  
INVESTMENT POLICY STATEMENT SERVICES  
(DEFINED CONTRIBUTION SCHEME)**

**CRESCENT BUSINESS CENTRE,  
CRESCENT ROAD, OFF PARKLANDS ROAD,  
5TH FLOOR  
P.O. BOX 13633 - 00800,  
NAIROBI.**

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**February 2022**

**RFP Closing Date & Time: 22<sup>ND</sup> February 2022 at 1000 hrs (East African Time)**

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## SECTION I – LETTER OF INVITATION

Date: 08/02/2022

### **RFP. REF NO. KPCRBS/PROC/003/2022**

### **RFP. NAME: PROVISION OF INVESTMENT POLICY STATEMENT REVIEW SERVICES**

- 1.1 Kenya Pipeline Company Staff Retirement Benefits Scheme (KPCRBS) invites sealed bids from interested and eligible candidates **for Provision of Investment Policy Statement Review Services**
- 1.2 Interested and eligible candidates may download for free of charge the RFP document at [www.kpcrbs.com](http://www.kpcrbs.com). **Upon downloading the document, tenderers shall immediately forward their particulars to [kpcrbstenders@kpc.co.ke](mailto:kpcrbstenders@kpc.co.ke) for records and for the purposes of receiving any further clarifications/addenda.**
- 1.3 Prices quoted should be inclusive of all taxes and delivery costs and shall remain valid for a period of 182 days from the closing date of the tender.
- 1.4 The tender includes the following documents:
  - Section I - Letter of invitation
  - Section II - Information to Consultants  
Appendix to Instructions to Consultants
  - Section III - Terms of Reference
  - Section IV - Technical Proposal
  - Section V - Financial Proposal
  - Section VI - Standard Form of Contracts  
Specific Conditions of Contract
- 1.5 The completed RFP documents are to be enclosed in a plain sealed envelope clearly marked **“PROVISION OF INVESTMENT POLICY STATEMENT REVIEW SERVICES –KPCRBS/PROC/003/2022”** with the instructions **“DO NOT OPEN BEFORE 22<sup>ND</sup> FEBRUARY 2022 AT 1000HRS (EAST AFRICA TIME)”** should be addressed to:

The Trust Secretary,  
KPC Retirement Benefits Scheme,  
Crescent Business centre,  
Crescent Road, Off Parklands Road,  
PO Box 13633-00800, Nbi- Kenya

and deposited in the Tender Box at: Kenya Pipeline Company Retirement Benefits Scheme – Crescent Business Centre - 5th Floor, Crescent Road, Off Parklands Road.
- 1.6 Bulky RFPs that do not fit into the tender box are to be submitted at the Reception located on the 5<sup>th</sup> Floor Crescent Business centre – Crescent Road, Off Parklands Road and received on or before 22<sup>nd</sup> February 2022 AT 1000HRS (EAST AFRICA TIME). Late submissions shall automatically be disqualified whatever the circumstances.

- 1.7 Each bidder shall include a table of content and serialize pages of the submitted bid in a chronological manner.
- 1.8 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at:

KPC Retirement Benefits Scheme- Board Room  
Crescent Business centre, 5th Floor  
Crescent Road, Off Parklands Road,  
PO Box 13633-00800, Nbi- Kenya

**THE TRUST SECRETARY**

## **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 in 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 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 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 email to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

### **2.3 Preparation of Technical Proposal**

2.3.1 The Consultants proposal shall be written in English language

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

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

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

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

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.

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

2.3.5 The Technical Proposal shall not include any financial information.

## **2.4 Preparation of Financial Proposal**

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

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



- 2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorised to sign the proposals.
- 2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL,**” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**”
- 2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITC”. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

**2.6 Proposal Evaluation General**

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

**2.7 Evaluation of Technical Proposal**

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

|   | <b>Points</b> |
|---|---------------|
| (i) Specific experience of the consultant related to the assignment                             | (5-10)        |
| (ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference | (20-40)       |

- |       |   |               |
|-------|---|---------------|
| (iii) | Qualifications and competence of the key staff for the assignment | (30-40)       |
| (iv)  | Suitability to the transfer of Technology Programme (Training)    | <u>(0-10)</u> |

**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:-  

$$Sf = 100 \times \frac{FM}{F}$$
 where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal;  $T + p = 1$ ) indicated in the Appendix. The combined technical and financial

score,  $S$ , is calculated as follows:-  $S = S_t \times T \% + S_f \times P \%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

- 2.8.6 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## **2.9 Negotiations**

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

## **2.10 Award of Contract**

- 2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.
- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".
- 2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.10.6 To qualify for contract awards, the tenderer shall have the following:
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
  - (b) Legal capacity to enter into a contract for procurement
  - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
  - (d) Shall not be debarred from participating in public procurement.

## **2.11 Confidentiality**

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

## **2.12 Corrupt or fraudulent practices**

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

## APPENDIX TO INSTRUCTIONS TO THE CONSULTANTS (ITC)

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

### **Preliminary Evaluation Criteria (Mandatory Requirements) The tenderer Must:**

- (i) Submit the required number of copies of both the technical and financial proposals and must be separated as instructed.
- (ii) Submit certificate of registration/incorporation
- (iii) Submit a valid tax compliance certificate as at the date of tender opening
- (iv) Copy of current certificate of registration as an Actuary issued by Retirement Benefits Authority (RBA)
- (v) Submit a dully filled, signed and stamped Technical Proposal Submission Form and Activity (Work) Schedule
- (v) Provide a self-declaration that the firm and the consultants are not debarred from participating in Public Procurement.
- (vi) Provide a self-declaration that firm and the consultants will not engage in any corrupt practice
- (vii) Duly signed and stamped Confidential Business Questionnaire (attach CR12)
  
- (viii) MUST provide valid professional indemnity cover.

NB: Only bidders who have provided ALL of the above mandatory requirements in the preliminary stage will proceed to technical evaluation.

### **Technical Evaluation Criteria**

The proposals shall be evaluated using the following criteria and score points with total of 100marks:

1. Team Qualification and experience; (30 marks)

Qualifications of the team to handle the assignment. Provide detailed CVs and certified education and professional certificates indicating experience and technical skills in investment policy statement review.

| Team Qualification and experience; (30 marks) |  |       |
|---|--|-------|
| Team  | Qualification  | Marks |
| Lead Consultant / Actuary                     | Member of an Actuarial professional body   | 3     |
|   | Masters in related field   | 2     |
|   | Relevant experience<br>>10 years - 15 marks<br>Above 7 – below 10 years - 5 marks<br>Below 7 years will score zero                               | 15    |
| Two Assistant actuaries                       | Member of an Actuarial professional body   | 2     |
|   | Undergraduate  | 3     |
|   | Relevant experience<br>>10 years - 5 marks<br>Above 7 – 10 years - 3 marks<br>Below 7 but above 5 years -2marks<br>Below 5 years will score zero | 5     |
|   |  |       |

2. Firm's experience; (10 marks)

Experience of the firm in the provision of Investment Policy consultancy services to other entities providing orders, contracts from previous clients' complete telephone and email addresses

| Firm's experience; (10 marks)   |       |
|---------------------------------|-------|
| Qualification                   | Marks |
| More than 7 years               | 10    |
| Above 5 but below 7 years       | 7     |
| Below 3 years and above 5 years | 4     |
| Below 3 years will score a Zero | 0     |

3. Methodology (20 marks)

Proposed approach and methodology to be adopted for the assignment including tools to be used, estimated time and report architecture in accordance with terms of reference

| Methodology (20 marks)  |       |
|---|-------|
| Item  | Marks |
| Planning and Information gathering                                  | 5     |
| Conformity and understanding of the terms of reference              | 5     |
| Finalization and reporting including draft and final reports        | 5     |
| Work Plan and activity schedule in Line with the terms of reference | 5     |

4. Financial capability (15 marks)

The average turnover of the entity for the last three financial years. To submit audited financial statements for the last three years. Unaudited financial statements will score zero.

| Financial capability (15 marks) |                                       |       |
|---------------------------------|---------------------------------------|-------|
| Item                            | Amounts (Kshs)                        | Marks |
| Average turnover                | Above 100million                      | 15    |
|                                 | Above 50 but below 100 million        | 10    |
|                                 | Above 20 million but below 50 million | 5     |
|                                 | Below 20million                       | 2     |

5. Referees (20 marks)

The bidder to provide Four (4) recommendation letters from previous clients (where similar services were offered) over the past three (3) years. (5 mark for each)

6. Value addition (5 marks)

Value addition to the assignments/improvements to our terms of reference

a. Post assignment implementation Strategies and support for sustenance of the Policy (4 marks)

b. Knowledge transfer (1 mark)

Tenderers will proceed to the financial evaluation stage if they score a minimum of 80 marks and above in the criteria. Technical will carry a weighting of 80%.

### **SECTION III: - TERMS OF REFERENCE**

1. Review the current Investment Policy Statement IPS and issue an independent opinion of the strengths and weakness of the current IPS
2. Review the fund managers quarterly performance and compare with the IPS benchmarks
3. Develop a new Investment Policy Statement for KPC Staff Retirement Benefits Scheme to apply for a period of three years starting 1<sup>st</sup> April 2022
4. Review membership data including historical data in relation to the KPC Staff Retirement Benefits Scheme Benefits to determine the risk profile.
5. Prepare an Investment Policy Statement for discussion with the Trustees and the appointed Fund Managers. Key areas to consider:
  - i. KPC Staff Retirement Benefits Scheme background.
  - ii. Funding position/ objectives of KPC Staff Retirement Benefits Scheme
  - iii. Investment/return objectives that ties into the Scheme's long term (10 years) obligations.
  - iv. Asset allocation/asset mix that tie into the KPC Staff Retirement Benefits Scheme's long term (10 year) obligations.
  - v. Regulatory provisions governing investments.
  - vi. Risk tolerance & liquidity requirements of KPC Staff Retirement Benefits Scheme
  - vii. Investments monitoring, evaluation and reporting.
  - viii. Composite benchmark that incorporates capital markets, alternative investments and property.
  - ix. Governance policies relating to investments.
  - x. Exercise of voting rights
  - xi. Stakeholders and their roles.
  - xii. Investment and property managers' selection.
  - xiii. Strategy review.
  - xiv. Communication.
  - xv. Authorized institutions & stockbrokers and broker policy.
6. Attend Board of Trustees meetings to present the Investment Policy Statement to the Trustees.



7. The Investment Policy Statement will be completed, and a draft presented to the Trustees within four weeks of receipt of the signed Service Level Agreement.

## 5.2 REPORTING ARRANGEMENTS

The Consultants will report to the representative of Scheme and ultimately to TRUST SECRETARY of Scheme as the Client and principal contact for the consultancy, and from whom all necessary approvals will be obtained.

The Lead Consultant shall, in close consultation with client, arrange consultative meetings with the client at regular intervals or whenever there is need.

## 5.3 QUALITY ASSURANCE REVIEWS OF THE WORK

Quality Assurance of the assignment will be provided in form of regular reporting as agreed by the parties to the Trust Secretary or Board of Trustees and adherence to schedules and timeframes.

## 5.4 MONITORING PROGRESS OF ASSIGNMENT

The Scheme shall monitor and evaluate the progress of the Consultancy through the reports on the deliverables on a regular basis to be agreed upon by the parties. Reporting of progress will be made to the Trust Secretary or the Board of Trustees.

## 5.5 PRICING

- (i) A detailed cost breakdown structure must be included;
- (ii) All pricing must be shown inclusive of any applicable taxes; and
- (iii) All pricing must be completed on the standard template as prescribed in the tender document

### **Note:**

- (i) The **technical proposal SHALL NOT** include any **financial information**
- (ii) Reimbursable expenses are not allowed

## 5.6 ESSENTIAL DUTIES AND RESPONSIBILITIES OF SCHEME

Scheme shall furnish the Consultant with design brief/wish list for the project. In addition, Scheme shall:

- (i) be responsible for; liaison between the Consultant and monitoring of the consultancy service.

- (ii) review reports/documents submitted by the consultant and give feedback to the consultant accordingly as provided for in the TORs; and
- (iii) provide the consultants with any other relevant assistance that may be required during the execution of the contract

#### 5.6 ESSENTIAL DUTIES AND RESPONSIBILITIES OF THE CONSULTANT

The consultant will:

- (i) Operate from its offices other than in exceptional situations and provide own manpower, work facilities, equipment, stationery, supplies and all operational requirements to carry out the assignment and provide the services required.
- (ii) ensure that there is high quality of service rendered.
- (iii) liaise with the Scheme on a regular basis in order to report progress; communicate, in writing, to Scheme any issues and/or concerns that may affect performance of the consultancy in the course of the assignment; and
- (iv) produce and submit acceptable reports to Scheme and perform activities mentioned in the TOR within the agreed timelines.

#### 5.8 DURATION OF THE ASSIGNMENT

The duration of the assignment will be based on the contract signed by the Scheme and the consultant.

#### 5.9 ETHICAL CODE AND PROFESSIONALISM

The Consultant shall carry out the above assignment in accordance with the highest standard of ethical competence, integrity and professionalism, having due regard to the nature and purpose of the assignment. The Consultant will at all times and for all purposes, regard as strictly confidential all knowledge and information not within the public domain which may be acquired in the course of carrying out this assignment and the information shall not be directly or indirectly disclosed to any person whatsoever, except with the written permission of the Client.

The Consultants will waive all copyrights of documents, data and information prepared as part of this assignment in favour of the Scheme.

### **SECTION IV: - TECHNICAL PROPOSAL**

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

- 4.1 In preparing the technical proposals specified below 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.
- 4.2 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.
- 4.3 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.
- 4.4 Details of the technical proposal are specified here-under.

## SECTION IV: TECHNICAL PROPOSALS

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**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.

|  |  |
|--|--|
| 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):  |
| Name of Associated Consultants. If any:  | Approx. Value of Services (Kshs)                                       |
|  | No of Months of Professional Staff provided by Associated Consultants: |
| Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed: |  |
| Narrative Description of project:  |  |
| Description of Actual Services Provided by Your Staff:   |  |

**N.B Attach evidence:** Contract or reference letter

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

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

*(May be amended as necessary)*

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

On the Terms of Reference:

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

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

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

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

---



**5. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

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

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

**Part 1 – General:**

Business Name.....

Location of business

premises.....

.....

Plot No..... Street/Road .....

Postal Address ..... Tel No. .... Fax .....

E mail .....

Nature of Business ...

Registration Certificate No. ....

Maximum value of business which you can handle at any one time – KShs...

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

**Part 2 (a) – Sole Proprietor**

Your name in full ..... Age .....

Nationality ..... Country of origin .....

Citizenship details .....

**Part 2 (b) Partnership**

Given details of partners as follows Name Nationality

Citizenship Details Shares

1. ....

2. ....

3. ....

**Part 2 (c) – Registered Company**

Private or Public .....

State the nominal and issued capital of company-

Nominal KShs. ....

Issued KShs. ....

Given details of all directors as follows

Name Nationality Citizenship Details

Shares

1.....

2.....

3.....

4.....

Date .....Seal/Signature of Candidate .....

## 6. BIDDER'S DECLARATION AND INTEGRITY PACT

### 6.1 Bidder's Declaration

We/I the undersigned ....., in the capacity of.....

..... for

.....

..... [name of the company/ firm/individual] certify that the bidder is not in any of the following situations:

1. Bankruptcy; are the subject of proceedings for a declaration of bankruptcy, or of an order for compulsory winding up or administration by court, or of any other similar proceedings;
2. Payments to us have been suspended in accordance with the judgment of a court other than a judgment declaring bankruptcy and resulting, in accordance with our national laws, in the total or partial loss of the right to administer and dispose off our property;
3. Legal proceedings have been instituted against us involving an order suspending payments and which may result, in accordance with our national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of our property;
4. Are being wound up, or our affairs are being administered by court, or have entered into an arrangement with creditors, or have suspended business activities or are subject to an injunction against running business by a court of law;
5. Have been convicted by a final judgment of any crime or offence concerning our/my professional conduct;
6. Are guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or execution of a tender already awarded; and
7. Are in breach of contract on another contract with the Government of Kenya or other local or international contracting authority or foreign government.
8. Have been convicted of an offence concerning our/my professional conduct by a court of law, or found guilty of grave professional misconduct;
9. Have not fulfilled obligations relating to payments of taxes or statutory contributions.
10. If the bidder is in any of the above listed situations, kindly attach documents giving details of the situation.

Names in full: [.....]

Duly authorized to sign this bid on behalf of (bidder's name):

[.....]

Place and date: [.....]

Stamp of the firm/company:

## 6.2 Integrity Pact

### Bidder's Oath to fulfill the Integrity Pact

Accepting that transparent business management and fair public administration are key to social development and national competitiveness, and in an effort to purge corruption and apply sanctions to corrupt businesses, and in full support of the worthy goals of this Integrity Pact, concerning the present tender for \_\_\_\_\_, all personnel of \_\_\_\_\_ and its sub-contractors and agents hereby agree that:

1. We shall not conduct any unethical business practices, such as bid-rigging for the sake of a particular bidder to win the bid, or price-fixing. If proven as a fact that we have engaged these activities, we shall accept to be prohibited from submitting bids placed by KPCRBS (herein referred to as the procuring entity) for a period of two (2) years. If proven that we have discussed with other bidders in a bid to fix a price or rigged a bid for a particular bidder to win, we shall accept the prohibition from submitting bids placed by KPCRBS for a period of two (2) years. If any unethical behaviour is tantamount to a fraudulent practice, we accept that such a case may be handed over to the authorities for investigation and possible prosecution.
2. In the process of bidding, or concluding or execution of a contract, we shall not offer any bribe, gifts, entertainment or any other undue benefits directly or indirectly to related officials. In case it is proved that we have violated any terms in relation with a bid, execution of a contract, offered to win a contract or offered to facilitate payment we shall accept:
  - Prohibition from submitting a bid placed by KPCRBS for a period of two (2) years.
  - Cancellation of the contract, and shall not file any civil, administrative or criminal appeals.
3. If proven as a fact that we have offered bribes to KPCRBS or related officials for favours regarding a bid or contract to a bidder, or for the purpose of faulty execution of the objectives of a contract, we shall accept the prohibition from submitting bids placed by KPCRBS for a period of two (2) years. If proven that we have offered bribes to KPCRBS or related officials in relation to bidding, concluding or execution of a contract, we shall accept the prohibition from submitting bids placed by KPCRBS for a period of two (2) years.
4. We shall make our best effort to institute a Company Code of Conduct that prohibits bribery, bid rigging/fixing or any other corrupt practices in business relations with officials and KPCRBS, and a company regulation that prohibits any retaliatory acts toward anyone reporting inside corruption.

5. In addition, I confirm on behalf of the bidder that the details included in the bidders profile and experience sheet and all other submissions are correct to the best of my knowledge and belief. In addition, we authorize, KPCRBS to seek information from any source to confirm our compliance with the requirements of this Integrity Pact.
6. The bidder authorizes KPCRBS, to seek information from any source, including publication of the name of the bidder to confirm that the bidder is compliant with the requirements of this Integrity Pact. We shall fulfill this Integrity Pact as a solemn oath made on the basis of mutual trust, and, if and when we win a bid, we shall sign and fulfill the above as a “Special Condition of Contract,” and not file any civil, administrative or criminal appeals regarding any of the above terms.

Dated: \_\_\_\_\_

Signed by: \_\_\_\_\_

(Authorized Signatory)

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

**SECTION V - FINANCIAL PROPOSAL**

**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]*

**5.1. PRICE SCHEDULE (Please indicate your charges)**

| Item Description | Unit Cost | Taxes | Total<br>Percentage/Cost<br>where applicable |
|------------------|-----------|-------|--|
|                  |           |       |  |
|                  |           |       |  |
|                  |           |       |  |

Note:

1. State price and the local taxes including duties, fees, levies and other charges imposed under the law on the consultant and their personnel.
2. Comment on issues pertaining to reimbursables.
3. Where applicable, a written confirmation of authorization to sign on behalf of the bidder has been provided through a Power of Attorney.

Amount in words (Kshs.).....

Name.....Sign.....

Date.....

Stamp.

# SECTION VI. STANDARD FORMS OF CONTRACT

## Part 1 - SAMPLE CONTRACT FOR CONSULTING SERVICES

### SMALL ASSIGNMENTS TIME-BASED 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 reports listed in Appendix B, “Consultant’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. Term**

The Consultant 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 Consultant 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 Consultant’s costs and profits as

(i)

well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant'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 Consultant 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. Reimbursables

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

- (i) normal and customary expenditures for official road and air travel, accommodation, printing and telephone charges; air travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client's coordinator;
- (ii) 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 herebelow. If the Client has delayed payments beyond thirty (30) days after the 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.

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 Administration**

A. Coordinator

The Client designates \_\_\_\_\_  
[Insert name] as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices

(ii)



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

B. Timesheets.

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

providing services under this Contract may be required to complete timesheets 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 Consultant 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 Consultant'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 Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

**6. Confidentiality**

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

**7. Ownership of Material**

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

**8. Consultant Not to be Engaged in Certain Activities**

The Consultant agrees that during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services or 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 Subcontract any portion thereof without the Client's prior written consent.

**11. Law Governing Contract and**

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

**Language**

**12. Dispute Resolution**

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

**FOR THE CLIENT**

**FOR THE CONSULTANT**

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

Full name

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

Title:

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

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

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

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

## **Part 2: SPECIAL CONDITIONS OF CONTRACT**

### **Provision and Standard of the Service Provider**

A high standard of service provider performance in the execution of work is expected. Poor performance and substandard quality of work will be grounds for termination of the agreement.

#### **1. ASSIGNMENTS**

- **No Assigning** or sub-contracting by the company of its rights of duties under this agreement without the express authority of KPCRBS.
- **Performance Bond** – will be well spelt out in our Performance Agreement form in the tender document.
- **Governing Language** – English.
- **Applicable Law** - The Agreement shall be interpreted in accordance with the Laws of Kenya.

#### **2. LOGISTICS**

- The Property Management Company shall make arrangements and be responsible at their own cost for the following:
  - a) General transport requirements for all its personnel to and from the premises and
  - b) It is the responsibility of the Property Management Company to provide accommodation and site offices for all personnel and operations where applicable.

#### **3. INSURANCE**

3.1 The Consultant shall insure its Property Management Officers engaged in the performance of this Agreement against injury sustained by them in the course of carrying out their duties in pursuance hereof and unless such injury shall be due to the act neglect or default of KPCRBS its servants or agents the Property Management Company will indemnify KPCRBS against all actions claims and demands in respect of such injury.

#### **6.0 INDEMNITY**

The Property Management Company shall indemnify and keep indemnified KPCRBS, its servants and agents against loss of or damage to property or bodily injury sustained by it or them by reason of any act, omission or neglect of the Property Management Company, its servants or agents whilst performing their duties under this Agreement and against the dishonesty of its Property Management Officers whilst performing their duties hereunder and THIS shall include any loss damage injury or any consequential or indirect loss sustained by KPCRBS, its servants or agents or third parties lawfully on the Premises by reason of any act or omission or neglect of the Property Management Company its servants or agents.

#### **7.0 CLAIMS**

Notice of all claims by KPCRBS in respect of any loss damage or injury or consequential or indirect loss shall be given in writing to the Company giving details of such loss, damage, or injury of consequential or indirect loss within Fourteen (14) days after the discovery of such damage loss or injury.

## **6.0 CONTRACT PRICE**

- 6.1** In consideration of the services to be rendered by the Consultant under this Agreement KPCRBS shall pay to the Consultant such fees and charges as specified in the resulting agreement.
- 6.2** KPCRBS shall pay to the Consultant the Contract Price within Thirty (30) days upon receipt of **ORIGINAL** invoices confirming that the invoiced services have been rendered in accordance to the contract.
- 6.3** The said fees and rates shall be valid for the entire period of this Agreement and no variation thereto will be affected.

**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