



**REQUEST FOR PROPOSAL FOR CONSULTANCY TO UNDERTAKE
EMPLOYEE BACKGROUND CHECKS**

CMA/RFP 003/2020-2021

February 16th, 2021

TABLE OF CONTENTS

		Page
SECTION I	- LETTER OF INVITATION	3
SECTION II	- INFORMATION TO CANDIDATES.....	5
SECTION III	- TERMS OF REFERENCE.....	12
SECTION IV	- TECHNICAL PROPOSAL.....	16
SECTION V	- FINANCIAL PROPOSAL.....	17
SECTION VI	- STANDARD FORMS	18

SECTION I - LETTER OF INVITATION

January 20th, 2021

To: _____

Dear Sir/Madam,

- 1.1 The Capital Markets Authority invites proposals from suitably qualified firms to undertake employee background checks to ascertain suitability for employment /continued employment. The assignment will be for a period of three years. More details of the services are provided in the terms of reference herein.
- 1.2 Your proposal **MUST** be delivered to the office of the undersigned **on or before 11:00am March 3rd, 2021** and **MUST** be placed in the **Tender Box at the CMA Offices; 3rd floor, Embankment Plaza, Upper Hill along Longonot Road.**
- 1.3 The envelope containing the proposal must be clearly marked **"PROPOSAL FOR CONSULTANCY TO UNDERTAKE EMPLOYEE BACKGROUND CHECKS – CMA/RFP 003/2020-2021"** and **'DO NOT OPEN BEFORE 11:00 A.M MARCH 3RD, 2021.'**
- 1.4 The request for proposal (RFP) includes the following documents;

Section I	-	Letter of invitation
Section II	-	Information to Candidate
Section III	-	Terms of reference
Section IV	-	Technical proposal
Section V	-	Financial proposal
Section VI	-	Standard Contract Form (where applicable)
- 1.5 Prices quoted **MUST** be inclusive of VAT and all other costs where applicable.
- 1.6 Tenders must be accompanied by a **Tender Security of KShs.50,000** from a reputable bank or insurance company.
- 1.7 Any bids received later than the scheduled date and time will be rejected and returned unopened.

Yours sincerely,



Jeremiah Yego

PRINCIPAL SUPPLY CHAIN MANAGEMENT

SECTION II - INSTRUCTIONS TO CANDIDATES

Table of Contents

	Page
2.1 Introduction.....	5
2.2 Clarification and amendments to the RFP documents.....	5
2.3 Preparation of proposals.....	6
2.4 Financial proposal.....	7
2.5 Submission receipt and opening of proposals	7
2.6 Evaluation of proposals (General).....	8
2.7 Evaluation of Technical proposals.....	8
2.8 Opening and evaluation of Financial proposals.....	9
2.9 Negotiations.....	10
2.10 Award of Contract.....	11
2.11 Confidentiality.....	11

SECTION II - INFORMATION TO CANDIDATES

2.1 Introduction

- 2.1.1 The Capital Markets Authority will select a candidate among those invited to submit a proposal in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The candidates are invited to submit a technical proposal and a financial proposal for consulting services required for the assignment stated in the letter of invitation (Section I)
- 2.1.3 In the assignment where the procuring entity intends to apply standard conditions of engagement and scales of fees for professional services, which scale of fees will have been approved by a relevant authority, a technical proposal only may be invited and submitted by the candidate. In such a case the highest ranked candidate in the technical proposals shall be invited to negotiate a contract on the basis of the set scale of fees. The technical proposals will be the basis for contract negotiations and ultimately for a signed contract with the selected candidate.
- 2.1.4 The candidates must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their proposals. To obtain adequate information on the assignment and on the local conditions, candidates are encouraged to liaise with the procuring entity regarding any information that they may require before submitting a proposal.
- 2.1.5 The client will provide the inputs and services specified in the special conditions of contract needed to assist the candidate to carry out the assignment.
- 2.1.6 The cost of preparing the proposal and negotiating the contract including any visit to the procuring entity are not reimbursable as a direct cost of the assignment. The procuring entity is not bound to accept any of the proposals submitted.
- 2.1.7 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.2 Clarification and amendment to the RFP document

- 2.2.1 Candidates may request clarification of any of the RFP documents not later than Seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to the procuring entity's address indicated. The procuring entity will respond by post, fax or email 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 candidates invited to submit proposals.

- 2.2.2 At any time before the deadline for submission of the proposals, the procuring entity may for any reason, either at its own initiative or in response to a clarification requested by any candidate amend the RFP. Any amendment shall be issued in writing, fax or email to all invited candidates and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the proposals.

2.3 Preparation of Proposal

- 2.3.1 The individual consultant's proposal shall be written in English language.
- 2.3.2 In preparing the Technical proposal, the candidates are expected to examine the documents consisting the 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, the candidate must give particular attention to the following:
- (a) If a candidate considers that they do not have all the expertise required for the assignment, may suggest in the proposals other person(s) who will assist in the assignment, but they will not be party to the contract for the purpose of the performance of the assignment. A candidate will not propose other candidates invited to submit proposals for the assignment. Any candidate in contravention of this requirement shall automatically be disqualified.
 - (b) For all the staff who will be involved in the assignment a candidate must indicate their responsibility in the assignment and also the staff time as necessary.
 - (c) The curriculum vitae (CV) of the staff proposed must be submitted with the proposal.
- 2.3.4 The Technical proposal shall provide the following information;
- (a) The individual consultants CV and a brief of any recent experience of assignment of a similar nature. For each assignment the brief should indicate the profiles of staff involved, contract amount and the individual consultants involvement.
 - (b) Any comments or suggestions on the Terms of Reference and a list of service and facilities requested to be provided by the procuring entity.
 - (c) A description of the methodology and work plan for performing the proposed assignment.
 - (d) Any additional information requested in the special conditions of contract.
- 2.3.5 The Technical proposal shall be separate from the Financial proposal and shall not include any Financial information.

2.4 Financial Proposal

- 2.4.1 In preparing the financial proposal, the candidate is expected to take into account the time required in completing the assignment as outlined in the RFP. The financial

proposal will therefore be quoted in fees per day or month. The financial proposal may also include other costs as necessary, which will be considered as reimbursable. It will then give the total cost of the assignment.

- 2.4.2 The Financial proposal should include the payable taxes.
- 2.4.3 The fees shall be expressed in Kenya Shillings.
- 2.4.4 The Financial proposal must remain valid for 90 days after the submission date. During this period the candidate is expected to keep available at his own cost any staff proposed for the assignment. The procuring entity will make best efforts to complete negotiations within this period. If the procuring entity wishes to extend the validity period of the proposal, the candidates who do not agree, have the right not to extend the validity of their proposal.
- 2.4.5 The financial proposal must comply with the law governing the profession of the candidate.

2.5 Submission, receipt and opening of proposals

- 2.5.1 The technical proposal and the financial proposal (if required) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the candidates. Any such corrections must be initialed by the candidate.
- 2.5.2 For each proposal the candidates shall prepare the proposals in the number of copies indicated in the special conditions of contract. 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 duly marked "FINANCIAL PROPOSAL. Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring entities address and other information indicated the letter of invitation to candidates and clearly marked **"DO NOT OPEN BEFORE WEDNESDY 3RD MARCH 2021, 11:00 A.M."**
- 2.5.4 The completed Technical proposal and Financial proposals must be delivered at the submission address on or before the time and date of the submission of the proposals indicated in the letter of invitation to candidates. Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the candidate unopened. For this purpose, the inner envelope containing the technical and financial proposals will bear the address of the candidate submitting the proposals.

2.5.5 After the deadline for submission of proposals the outer envelope and the technical proposals shall be opened immediately by the opening committee. The financial proposals shall be marked with the candidates' number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening it.

2.6 Evaluation of the Proposals (General)

2.6.1 From the time the proposals are opened to the time of the contract award, if any candidate wishes to contact the procuring entity on any matter relating to the proposal should do so in writing at the address indicated in the appendix to the instructions to candidates. Any effort by a candidate to influence the procuring entity's staff in the evaluation of proposals or awards of contract may result in the rejection of the candidate's proposal.

2.6.2 The Technical evaluation committee shall have no access to the Financial proposal, which in any case will remain sealed, until the technical evaluation is concluded or finalized.

2.7 Evaluation of Technical Proposals

2.7.1 The evaluation committee appointed by the procuring entity to evaluate the proposals shall carry out the evaluation of technical proposals following the criteria set out in the terms of reference based on the following points criteria

<u>CRITERIA</u>	<u>TOTAL POINTS</u>
(i) Firms experience	30
(ii) Qualifications and specific experience of the proposed staff related to the assignment	25
(iii) Adequacy of methodology and work plan	25
(iv) Understanding of the terms of reference	20
Total points	100

2.7.2 Any proposal which will be examined and found not to comply with all the requirements for submission of the proposals will be declared non-responsive. All the proposals found to have complied with all the requirements for submission of proposal shall be declared responsive by the evaluation committee.

2.7.3 Each responsive proposal will be given a technical score (ST). Any technical proposal which fails to achieve the total minimum score indicated in the appendix to the information to tenderers shall be rejected at this stage and will not proceed to the next stage of evaluation. The respective financial proposal will be returned to the individual consultant unopened.

- 2.7.4 The technical evaluation may be simplified where the assignment is not complex in which case merit points will not be used.

2.8 Opening and Evaluation of Financial Proposals

- 2.8.1 After completion of the evaluation of Technical proposals the procuring entity shall notify the candidates whose proposal did not meet the minimum technical score or were declared non responsive to the RFP and terms of reference. The notification will indicate that their financial proposals shall not be opened and will be returned to them unopened after the completion of the selection process and contract award. At the same time, the procuring entity shall simultaneously notify the candidates who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by the procuring entity for opening their financial proposals. They will also be invited to attend the opening ceremony if they wish to do so.
- 2.8.2 The financial proposals shall be opened by the procuring entity in the presence of the candidates who choose to attend the opening. The name of the candidate, the technical score or the technical evaluation result and the proposed fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial proposal.
- 2.8.3 The formulae for determining the financial score (SF) unless an alternative formula is indicated in the appendix to the information to tenderers shall be as follows:

$$Sf = 100 \times fm/f$$

Where;

Sf is the financial score
 Fm is the lowest fees quoted and
 F is the fees of the proposal under consideration.

The lowest fees quoted will be allocated the maximum score of 100

- 2.8.4 The candidate's proposals will be ranked according to their combined technical score (st) and financial score (sf) using the weights indicated in the appendix to the candidates. Unless otherwise stated in the appendix to the instructions to candidates the formula for the combined scores shall be as follows;

$$S = ST \times T\% + SF \times P\%$$

Where

S is the total combined scores of technical and financial scores

St is the technical score
Sf is the financial score
T is the weight given to the technical proposal and
P is the weight given to the financial proposal

Note $P + T$ will be equal to 100%

The candidate achieving the highest combined technical and financial score will be invited for negotiations.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address indicated in the appendix to the information to candidates. The purpose of the negotiations is for the procuring entity and the candidate to reach agreements on all points regarding the assignment before signing a contract.
- 2.9.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the candidate to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.
- 2.9.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the candidate whose proposal achieved the second highest score to negotiate a contract.

2.10 Award of Contract

- 2.10.1 The contract will be awarded before commencement of negotiations. After negotiations are completed the procuring entity will promptly notify the other candidates that they were unsuccessful and return the financial proposals of the candidates who did not pass technical evaluation.
- 2.10.2 The selected candidate is expected to commence the assignment on the date agreed with the procuring entity at the time of the contract award. Both parties will sign the contract.

2.11 Confidentiality

- 2.11.1 Information relating to evaluation of proposals and recommendations of contract award shall not be disclosed to the candidates who submitted the proposal or to other persons not officially concerned with the process, until the winning candidate has been notified that he/she has been awarded the contract.

SECTION III - TERMS OF REFERENCE (TOR)

3.1 Background

The Capital Markets Authority (CMA) was set up in 1989 through an Act of Parliament Cap.485A Laws of Kenya. The CMA, which is a body corporate with perpetual succession and a common seal, was constituted and inaugurated in 1990. The CMA is a statutory agency charged with the prime responsibility of regulating the development of orderly, fair and efficient capital markets in Kenya. It licenses and supervises market intermediaries, conducts on-site and off-site market surveillance and enforces compliance, and promotes market integrity and investor confidence.

The Authority recognizes that the talent management journey starts at the recruitment stage and getting it right at this point is critical for subsequent talent management stages. In this regard, the Authority underscores the importance of background checks as a component of selection process that helps an organization to learn more about candidates' work history, education and other characteristics to assist in determining the candidates' suitability. The Authority therefore intends to engage a competent firm to undertake employee background checks to ascertain suitability for employment /continued employment. The assignment is for a period of **three years**.

3.2 Objectives of this assignment

The objectives of the exercise include but not limited inter alia to:

1. Verify and establish the authenticity of the academic and professional credentials of the employees and potential / employees;
2. Ascertain the authenticity of reference check reports provided by employees;
3. Undertake a conduct assessment of candidates to ascertain the conduct and integrity of the employee or potential employee;
4. Verify records relating to professional affiliation and membership as provided by the employee;
5. Verify the authenticity of reference checks provided by employers on behalf of potential employees;
6. Education history verification;
7. To conduct credit check;
8. Employment history verification;
9. Provide information on overall suitability of a candidate with regard to a particular position.

3.3 Scope of Work

The process of background check will entail engagement between the consultant and:

- a) Former employers of the employee;
- b) The professional bodies where the employee is a member;
- c) The personal referees quoted by the employee;

- d) The academic institutions attended by the employee;
- e) Such other bodies as the Authority (CMA) may consider necessary for background check such as Higher Education Loans board, Criminal Investigations Department etc.

In order to undertake the above, the outsourced firm shall be required on need basis to verify the authenticity of academic and professional certificates from the institutions attended by the employee. They will ascertain the references provided by former organizations and personal referees to ascertain that they reflect the true character and conduct of the individual. They will also endeavor to establish reasons / circumstances of employees leaving former employment where clarity is required.

The Authority has a current establishment of 115 employees and about 80% of the employees have had their background checks undertaken. As new employees join from time to time, background checks will be necessary. The Authority may on need basis require background checks conducted in regard to existing employees.

3.4 Output

The key output from this assignment will be:

- i. A report on each employee in regard to previous employment record;
- ii. A report on academic and professional certificates verification from institutions;
- iii. A report on the conduct and character of the employee based on the personal reference verification;
- iv. Any other report as may be deemed relevant
- v. The Consultant will be expected to provide the details here below among others:
 - a list of all references checked;
 - the name of the person who contacted the references;
 - how the references were contacted; by telephone, letter, email etc.
 - name and job title of every person contacted;
 - copies of actual records received;
 - Any other useful information relating to the candidate's overall suitability for the position applied for.

3.5 Timeline

The consultant is expected to finish the assignment and submit the final report within the **agreed timelines for each position**. The bidders should indicate the timelines within which they intend to undertake and complete the assignment based on their expertise.

3.6 Counterpart Resources

The CMA will avail staff member(s) to provide the needed support including logistical arrangements where necessary.

3.7 Qualifications of the Bidding Firms

A firm with demonstrated practical experience in conducting employee background checks in private and public organizations.

Your proposal should indicate: -

- a) A detailed work plan, including timeframes and clearly showing how the assignment will be carried out;
- b) Names and CVs of professional resource persons proposed to carry out the exercise. As a minimum the firm must have the following;
 - i. Team Leader – Minimum of University Degree with not less than ten (10) years in consultancy;
 - ii. Minimum of two Consultants with minimum of two years' experience in conducting recruitment/ background checks;
 - iii. Experience in undertaking background checks in at least three organizations. Attach a list of such organizations, contact persons, contact address (postal and telephone) where services have been rendered within the last three years;
- c) A financial proposal based on the terms of reference above;
- d) Filled in and enclosed Confidential Business Questionnaire form;
- e) A valid tax compliance certificate

3.8 Evaluation Criteria

The Authority will evaluate your proposal based on compliance with the requirements outlined and summarized below;

a) Preliminary Evaluation

Bids will be taken through preliminary evaluation against the below listed mandatory requirements. Firms that do not meet the preliminary requirements will not qualify to be progressed for further technical evaluation;

- i) Copy of certificate of incorporation
- ii) Copy of valid tax compliance certificate
- iii) Tenders must be accompanied by a **Tender Security of KShs.50,000** from a reputable bank or insurance company
- iv) Dully filled and signed confidential business questionnaire

b) Technical Evaluation

S/No.	Item	Marks
1	Past experience: list of three (3) organizations where recruitment/background checks services have been provided within the last 3 years.	30
2	Key Personnel to undertake the assignment <ul style="list-style-type: none"> • Team Leader – Minimum of University Degree with not less than ten (10) years in consultancy; • Minimum of two consultants with minimum of two years' experience in recruitment/background checks; 	15 10
3	A detailed work plan, including timeframes and clearly showing how the assignment will be carried out	25
4	Understanding of the terms of reference demonstrated by a brief analysis of the assignment and especially the reporting framework	20
Total		100

3.9 Other Conditions

Payment will be made within 30 days after the final report and the invoice has been submitted and accepted. Prices quoted must remain valid for the whole contract period and no price variation will be made during the contract period.

3.10 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 applies to your type of business.

Part 1 - General:

Business Name.....

Location of Business Premises.....

Plot No. Street/Road.....

Postal Address.....Tel. No (Landline).....

Mobile Phone(s):..... Website:.....

E-mail:.....

Nature of Business

Current Trade License (Single Business Permit from a Local Authority)

No. Expiring Date

Tax Compliance Certificate No..... Expiring Date.....

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

Name of your Banker

Branch

Part 2 (a) Sole Proprietor:

Your name in full Age.....

NationalityCountry of origin

Citizenship details

Part 2 (b) Partnership:

Give details of partners as follows:

No.	Name	Nationality	Citizenship Details	Shares
1.				
2.				

Part 2 (c) Registered Company:

Private or Public

State the nominal and issued capital of the company: -

Nominal Kshs

Issued Kshs.....

Give details of all Directors as follows: -

No.	Name	Nationality	Citizenship Details	Shares
1.				
2.				
3.				
4.				
5.				

I certify that the above information is correct

Authorized Signature.....

Date:

Affix Company Rubber Stamp

SECTION IV - TECHNICAL PROPOSAL (TP)

The technical proposal to be prepared and submitted by candidates shall contain the following: -

- (a) Submission letter.
- (b) Details of the Company experience and similar tasks handled.
- (c) Comments and suggestions of the consultant on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity.
- (d) Description of the methodology and work plan for performing the assignment and details of the proposed guaranteed support to be provided.
- (e) The proposed key staff for the assignment and their qualifications.
- (f) Consultancy services activities times schedule.

SECTION V- FINANCIAL PROPOSAL (FP)

The financial proposal to be prepared as appropriate and submitted by candidates on their signed and stamped letterheads, shall contain the following details;

- (a) Submission letter indicating total fees
- (b) Summary of costs
- (c) Breakdown of fees per activity as indicated in the terms of reference
- (d) Breakdown of reimbursable costs/expenses per activity
- (e) Miscellaneous expenses

We have reviewed the scope above and the other requirements relating to this assignment and do hereby make the following financial offer to undertake this assignment:

5.1 Financial Offer

Position	Unit Cost (KShs.)	VAT	Cost Inclusive of VAT
Chief Executive			
Director			
Manager			
Assistant Manager			
Senior Officer			
Officer			
Other positions			
Total Amount inclusive of ALL taxes (KShs.)			

Amount in words _____

Name of representative making the offer _____

Position in the firm _____

Signature _____

Date _____

Company Seal /Stamp _____

SECTION VI - STANDARD FORMS

**STANDARD CONTRACT FORM FOR CONSULTANCY TO UNDERTAKE EMPLOYEE
BACKGROUND CHECKS**

The contract form shall be completed by the procuring entity after the award of the contract and negotiation of the contract. It will be signed by both parties pursuant to the information to Candidates clause 2.10.2

SECTION VI - STANDARD CONTRACT FORM

PROVISION OF BACKGROUND CHECKS

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 Consultants 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 Service, "which is made an integral part Of this Contract.
 - (ii) The Consultant shall provide the personnel listed 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 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 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 signing the contract.

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 here below. 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 Standards**
The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
6. **Confidentiality**
The Consultant shall not, during the term of this Contract and within two years after its expiration Disclose any proprietary or confidential Information relating to the Services, this Contract Or the Client's business or operations without the Prior written consent of the Client.
7. **Ownership of Material**
Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
8. **Consultant Not to be Engaged in certain Activities**
The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
9. **Insurance**
The Consultant will be responsible for taking out any appropriate insurance coverage.
10. **Assignment**
The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
11. **Law Governing**
The Contract shall be governed by the laws of

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

For the Client

Full name _____

Title _____

Signature _____

Date _____

For the Consultant

Full name _____

Title _____

Signature _____

Date _____

REQUEST FOR REVIEW FORM

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 of20.....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 of20.....

SIGNED

Board Secretary