



**TENDER NO: NMK/T/02/NPI/RMS//2025-2026**

**TENDER NAME: REQUEST FOR PROPOSALS FOR RESOURCE MOBILIZATION SERVICES FOR THE FIRST INTERNATIONAL INVESTMENT CONFERENCE & TRADE FAIR ON KENYA'S INDIGENOUS KNOWLEDGE INTELLECTUAL ASSETS, 2025**

**(RE-ADVERTISEMENT)**

**RELEASE DATE: TUESDAY 22<sup>nd</sup> July, 2025**

**CLOSING DATE: TUESDAY 05<sup>th</sup> August, 2025**

**TIME: 12:00 NOON**

## Table of Contents

	Page
SECTION I: Invitation to Tender .....	2
SECTION II – Instructions to Tenderers.....	3
SECTION III – Standard Forms.....	14
SECTION IV –Tender Data Sheet.....	30
SECTION V – Terms of Reference (TOR).....	33
SECTION VI – Financial Section.....	36
SECTION VII - Sample Forms .....	41

## SECTION I: INVITATION TO TENDER

1. The National Museums of Kenya (NMK) invites sealed tenders from eligible and qualified consultants for provision of resource mobilization services for the First International Investment Conference and Trade Fair on Kenya's Indigenous Knowledge Intellectual Assets, 2025
2. Tendering will be conducted under National Open Competitive tendering method using a standardized tender document and is open to all eligible tenderers.
3. Interested tenderers may obtain further information and inspect the Tender Document during office hours between 0900 and 1600 hours in the Office of the Chief Procurement Officer at the National Museums of Kenya along Museum Hill. A complete set of tender documents may be obtained upon payment of a non-refundable fee of **KES 1,000.00** in cash or Banker's Cheque and payable at the cash office, Heritage Centre, National Museums of Kenya Head Quarters.
4. Tender document may also be viewed and/or downloaded for free from the organization's website: [www.museums.or.ke](http://www.museums.or.ke). Tenderers who download the tender document must forward their particulars immediately to Email: [procurement@museums.or.ke](mailto:procurement@museums.or.ke) to facilitate any further clarifications or addenda
5. Completed tenders must be returned on or before **05<sup>th</sup> August, 2025 at 12:00 Noon (EA Time)**.
6. The tenderers shall use the following addresses :-

### 6.1 Address for obtaining further information and for purchasing tender documents

**Office of the Chief Procurement Officer,  
National Museums of Kenya, Headquarters on Museum Road,  
P.O Box 40658- 00100 Nairobi.  
Tel: +254-20-8164134, +254-20-8164135, +254 721308485  
Email: [procurement@museums.or.ke](mailto:procurement@museums.or.ke)**

### 6.2 Address for submission and opening of tenders.

**Director General,  
National Museums of Kenya, Headquarters on Museum Road,  
P.O Box 40658- 00100 Nairobi.  
Tel: +254-20-8164134, +254-20-8164135, +254 721308485  
Email: [dgnmk@museums.or.ke](mailto:dgnmk@museums.or.ke)**

Completed tender documents shall be enclosed in plain sealed envelopes, marked with the tender number, addressed to:

**Director General,  
National Museums of Kenya, Headquarters on Museum Road,  
P.O Box 40658- 00100 Nairobi.**

and deposited in the tender box placed at the entrance of Earth Sciences Building

7. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the tenderers' designated representatives who choose to attend.
8. Late tenders and those submitted electronically will **NOT** be accepted.

**DIRECTOR GENERAL**

## SECTION II - INSTRUCTIONS TO TENDERERS (ITT)

### 2.0 SUBMISSION OF BIDS

- 2.1 The invitation is open to all eligible and qualified consulting firms/consultants registered in Kenya who have demonstrated good track record in consultancy in areas of resource mobilization or equivalent undertakings.
- 2.2 The bidder must not introduce special clauses and riders that substantially change the substance of the intended services. Any such riders/special clauses introduced may constitute a reason to reject the bid.
- 2.3 The bidder shall show intention to place a bid offer for the consultancy services for resource mobilization for First International Investment Conference and Trade Fair by completing **bid forms provided in part II of this tender document and labeled FormT1 – T12**.
- 2.4 It is the responsibility of the tenderers to ensure that they thoroughly go through the information provided to enable them complete the bid document adequately.
- 2.5 For each bid, the bidder shall submit bid documents **in two segments**. Segment one will be the technical bid and segment two the financial bid.
- 2.6 Segment one which is the technical bid shall be submitted **in two documents**, one which shall be the original document to be clearly marked “**Original Technical bid**” and the other a **replica** of the original technical bid to be clearly marked “**Copy Technical bid**”. The markings should be in capital, bold and prominent letters. The two documents shall be enclosed in an envelope and sealed.
- 2.7 Segment two which is the **Financial bid** shall be submitted in two documents one which shall be the original document to be clearly marked “**Original financial bid**” and the other a **replica** of the original financial bid to be clearly marked “**Copy financial bid**”. The markings should be in capital, bold and prominent letters. The two documents shall be enclosed in an envelope and sealed. **Do not disclose your financial bid in the technical bid.**

Both the Technical bid and Financial bid enclosed in their separate envelopes should be inserted in one outer envelope boldly and clearly marked **TENDER NO. : NMK/T/02/NPI/RMS//2025-2026**

- 2.8 All bids must be completed in indelible ink and be **signed** by the bidder or a person duly authorized. Any alteration and over writing should be initialed by the person signing the bid document. **A bid not duly signed shall be considered non responsive and shall be disqualified.**
- 2.9 Where the bidder submits unsealed or improperly marked envelopes the bid will be disqualified and NMK will not assume any responsibility for the bids misplacement or mishandling.
- 2.10 The bidder is responsible for following all the instructions and filling all the forms relevant to the bid appropriately. Any bid not completed in conformity with the tender document shall be disqualified.
- 2.11 The bidder will bear the cost associated with preparation and submission of the bid and NMK will not be responsible for this cost or any other costs incurred by the bidder regardless of the outcome of the tender process.

### **3.0 LANGUAGE AND CURRENCY**

3.1 The language of the bid and correspondences shall be in English language. Any printed literature furnished by the bidder may be written in another language provided it is accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the bid, the English language translation shall govern.

3.2 The currency shall be Kenya shillings

### **4.0 TENDER VALIDITY**

- 4.1 The tenders shall remain valid for one hundred and fifty (150) calendar days after date of opening and any tender valid for a shorter period shall be considered non-responsive.
- 4.2 During this period, the Consultant shall maintain its original proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 4.3 NMK will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, NMK may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- 4.4 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the key experts
- 4.5 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
- 4.6 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to NMK together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluations core, however, will remain to be based on the evaluation of the CV of the original Key Expert.
- 4.7 If the Consultant fails to provide a substitute key expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to NMK, such Proposal will be rejected

### **5.0 MODIFICATION AND WITHDRAWAL OF TENDERS**

- 5.1 The bidder may modify or withdraw its tender after the submission provided that written notice of the modification, including substitution or withdrawal of the tenders is received by NMK prior to the deadline prescribed for submission of tenders.
- 5.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of this tender document. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 5.3 No tender may be modified after the deadline for submission of tenders.
- 5.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity.

## **6.0 AMENDMENTS AND REQUESTS FOR CLARIFICATIONS**

6.1 At any time prior to the deadline for submission of tenders NMK for any reason whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the tender document by issuing an addendum.

6.2 In order to allow prospective tenderer reasonable time in which to take the amendments into account in preparing their tenders, NMK at its discretion, may extend the deadline for submission of tenders.

6.3 Clarifications may be sought from NMK's Chief Procurement Officer by post and email by the address provided below:

- i) **Tel: +254-20-8164134, +254-20-8164135, +254 721308485**
- ii) **Email address: procurement @museums.or.ke**
- iii) **Letter hand delivered**

6.4 A prospective tenderer requiring any clarification of the tender document may notify NMK in writing at the entity's address indicated herein. NMK will respond in writing to any request for clarification of the tender documents, which it receives not later than three (3) days prior to the deadline for the submission of tenders. Written copies of NMK's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

6.5 NMK shall reply to any clarifications sought by the tenderer within one (1) day of receiving the request to enable the tenderer to make timely submission of its tender

6.6 After all the tenders have been opened; NMK may seek clarifications on the tender submitted at its discretion. The request for clarifications and the response shall be in writing and no change in the prices or substance of tender shall be sought, offered, or permitted.

## **7.0 PRELIMINARY EXAMINATION AND RESPONSIVENESS**

7.1 Tenders will be examined to determine whether they are complete, accurate, properly signed and are generally in order.

7.2 Minor errors that are not material to the outcome of the tender process may be waived by NMK at its own discretion.

7.3 Prior to the detailed evaluation, NMK will determine the substantial responsiveness of each tender to the tender document. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender document without material deviations. NMK's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

7.4 If a tender is not substantially responsive, it will be rejected by NMK and may not subsequently be made responsive by the bidder by correction of the non- conformity.

## **8.0 EVALUATION AND COMPARISON OF TENDERS**

The method of evaluation shall be Quality and Cost Based Selection Method (QCBS) and using the criteria set below. The total score is calculated by weighting the technical and financial scores and

adding them as per the formula shown in ITT 8.5 below. The Consultant who achieves the highest combined technical and financial score will be notified and invited for negotiations.

Tenders shall be evaluated in four (4) stages as follows:-

- 8.1 Preliminary Examination and Responsiveness (Refer to 7.0 above)
- 8.2 Mandatory requirements
- 8.3 Technical Evaluation
- 8.4 Financial evaluation

8.1. Preliminary Examination and Responsiveness (Refer to 7.0 above)

## 8.2 Mandatory Requirements

Failure to meet any one of the mandatory requirements shall be basis for disqualification. It is therefore imperative that the bidder carefully ensures that tenders submitted meet all the mandatory requirements.

### 8.2.1 Mandatory Requirements to be met by the tenderer

The mandatory requirements are as detailed in the table below: -

NO	MANDATORY REQUIREMENTS  *(All copies attached must be certified by a Commissioner of Oaths as true copies of the original)*	SCORE
MR 1	Copy of Certificate of Incorporation/Registration or partnership deed to show that the members of consortium/JV are duly registered entity/company and legally constituted to do business	Yes/No
MR 2	Current CR12 Certificate from the Registrar of Companies of not more than six (6) months with copies of National Identification documents or Passport for owners/directors of the company <b>or</b>  Name of proprietor for sole proprietor and name of partners for partnerships	Yes/No
MR 3	Certified bank statement for the last twelve (12) months	Yes/No
MR 4	Copy of Valid Tax Compliance Certificate from Kenya Revenue Authority (KRA)	Yes/No
MR5	A copy of valid business permit issued by county Government for the year 2025	Yes/No
MR 6	Bidder Must Provide a valid Corporate Membership Certificate from the Kenya Association of Fundraising Professionals	Yes/No
MR7	An original tender Security for Kshs. One Million(1,000,000.00) only. The original tender security MUST be enclosed with the Technical bid	Yes/No
MR8	Bidders must submit one original and copy (a replica of the original) for Both Technical and Financial Proposal BUT on Separate Envelopes of Bid	Yes/No

	document properly bound together i.e. Must be TAPE BOUND	
MR 9	<p>Must Submit Authorization Letter/ Power of Attorney for the person appointed to sign the tender on behalf of the tenderer signed by director(s) appearing in CR12/13.</p> <p>In case of a JV, a Joint Venture Agreement signed by all the parties and shall designate the lead person appointed to sign the tender on behalf of all the parties</p>	Yes/No
MR 10	Must submit a duly filled and stamped certificate of independent tender determination in the Format provided	Yes/No
MR 11	Must submit a declaration stating that the firm/consultant has NOT been debarred by Public Procurement Regulatory Authority (PPRA) – SD1	Yes/No
MR 12	Tenderer eligibility- duly filled and signed confidential business questionnaire	Yes/No
MR 13	Must submit a declaration statement that the firm/consultant will not be involved in corrupt or fraudulent practices – SD2	Yes/No
MR 14	Must submit a duly Filled, signed and Stamped declaration and commitment to the code of ethics SD3	Yes/No
MR 15	Self-declaration that the consultant is not insolvent, in receivership, bankrupt or in the process of being wound up as guided by SD4	Yes/No

**NB: A tender must meet ALL the mandatory requirements to qualify for technical evaluation.**

### **8.3 Technical Evaluation (Capacity to deliver the consultancy services) -80%**

The tenderer will be evaluated to determine their technical and financial strengths. The guiding criteria are as depicted below:

<b>Parameter</b>	<b>Requirement</b>	<b>Marks</b>
TEC 1	<p>Specific technical experience relevant to the assignment</p> <p>i. Consultant to provide copies of at least five(5) similar consultancy undertakings in the form of contract, purchase order, service order, and performance certificate or similar evidence of similar assignments carried out by the firm in the last 5 years. The clients must be equal to NMK or higher (Each assignment is 4 points)</p> <p>ii. At least three (4) verifiable recommendation letters for the assignments in (i) above - (Each is 3 points)</p>	32



Parameter	Requirement	Marks
TEC 2	Value of resources mobilized in the past five (5) years I. Over 500 Million = 15 Points II. Over 300 million and below 500million = 10 points III. Over 100 millions and below 300 million =5 points IV. Over 50 million and below 100 million =2 points V. Below 100 million = 1 point	15
TEC 3	Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs) i. Well documented technical approach, methodology and deliverables (15 Points) ii. Completeness of the methodology in line with strategies of resource mobilization (3 Points) iii. Consultant's additional suggestions and proposals on the TOR (5 Points) Notes to Consultant: NMK will assess whether the proposed methodology is clear, responds to the TORs and that work plan is realistic and implementable	23
TEC 4	Work Plan  Proposed work plan and schedule for execution of the ToRs, within the prescribed time frame set deliverables, outputs and outcomes. – 10 marks	10
TEC 5	Key experts' qualifications and competence for the assignment:  A. The Lead consultant must have: - i. A Bachelor's Degree or its equivalent in relevant field as per the assignment under consideration: Finance, Project Management, Communication, Resource Mobilization Planning, Humanities and Social Sciences or any other relevant discipline. Attach certified Certificate =3marks ii. At least 10 years of experience in resource mobilization services and strategies in senior managerial level. – (3 Points, prorated) ii. iii. Must be a member of, and in good standing with, a relevant Professional body (provide evidence)(2points)  A. Technical team (at least two technical staff) i. A Bachelor's Degree or its equivalent in relevant field as per the assignment under consideration: Finance, Project Management, Resource Mobilization Planning, Humanities and Social Sciences or any other relevant discipline. Attach certified Certificate =2 points each ii. Demonstrated competencies in resource mobilization services and strategies (provide certified copies of CV)– (2 Points each, prorated)	20

Parameter	Requirement	Marks
	iii. Must be a member of, and in good standing with, a relevant Professional body (provide evidence) (2points each)	
<b>TOTAL</b>		<b>100%</b>

NB:

- i. Only tenders that attain a score equal to or above 75% of the marks applicable in the technical evaluation stage shall proceed to the financial evaluation stage. Firms that are unsuccessful shall have their financial bids returned unopened.
- ii. The technical bid will have a weighting score of 80% of the overall scoring in the evaluation of the bids.

#### 8.4 Financial Evaluation (20%)

8.4.1 Bidders whose technical proposals will have met technical evaluation criterion described above shall be invited for the opening of the financial proposals. The other financial proposals shall be returned unopened. Any effort by a bidder to influence the evaluation or contract award decisions shall result in the rejection of the bidder's proposal.

8.4.2 The Financial Proposals shall be opened publicly in the presence of only the technically responsive bidder's representatives who choose to attend. The name of the bidding firm, the technical Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. NMK shall prepare minutes of the public opening.

8.4.3 The financial proposal will include but not limited to:

- i. A breakdown of professional fees, reimbursable costs (if any), and applicable taxes.
- ii. A percentage of commission on the total funds mobilized and secured on all new funding secured through their efforts.
- iii. Any charges related to the services

8.4.4 The financial proposals will be ranked according to the most economically advantageous bid and shall have a weighting score of 20%.

- a) The financial scores (Sf) of the other bids (F) shall be computed as follows:

$$Sf = 20 Fm / F$$

Where  $Fm$  is the lowest bid and  $F$  is the financial bid of the tenderer.

#### 8.5 Recommendation of award

The bidder with the highest combined score of technical score (St) and financial score (Sf) i.e

**Total score S = St + Sf**, shall be recommended for the negotiation of the contract.

## **9.0 ABNORMALLY LOW PRICES**

9.1 An Abnormally Low Price is one where the financial price, in combination with other constituent elements of the proposal, appears unreasonably low to the extent that the price raises material concerns with NMK as to the capability of the Consulting firm to perform the Contract for the offered price.

9.2 In the event of identification of a potentially Abnormally Low Price by the evaluation committee, NMK shall seek written clarification from the firm, including a detailed price analysis of its price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the RFP document.

9.3 After evaluation of the price analysis, if there is determination that the firm has failed to demonstrate its capability to perform the contract for the offered price, NMK shall reject the firm's proposal.

## **10. ABNORMALLY HIGH PRICES**

10.1 An abnormally high price is one where the proposal price, in combination with other constituent elements of the proposal, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Consultants is compromised.

10.2 In case of an abnormally high tender price, NMK shall make a survey of the market prices, check if the estimated cost of the contract is correct, and review the RFP to check if the specifications, TOR, scope of work and conditions of contract are contributory to the abnormally high proposals. NMK may also seek written clarification from the Consultants on the reason for the high proposal price. NMK shall therefore proceed as follows:

- i) If the proposal price is abnormally high based on wrong estimated cost of the contract, NMK may accept or not accept the proposal depending on its budget considerations.
- ii) If specifications, TOR, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, NMK shall reject all proposals and may re-invite for proposals for the contract based on revised estimates, specifications, TOR, scope of work and conditions of contract.

10.3 If NMK determines that the proposal price is abnormally too high because genuine competition between Consultants is compromised (often due to collusion, corruption or other manipulations), it shall reject all proposals and institute or cause investigative Government agencies to institute an investigation on the cause of the compromise, before re-inviting for proposals.

## **11.0 NEGOTIATIONS**

11.1 The negotiations will be conducted with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

11.2 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and NMK proceeding to negotiate the Contract with the next-ranked Consultant.

11.3 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by

the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

11.4 The technical negotiations shall include discussions of the Terms of Reference (TORs), the proposed methodology, the NMK's inputs, the special conditions of the contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected

11.5 The financial negotiations shall include the clarification of the Consultant's tax reflection in the Contract, percentage of commission on the total contract sum and any other charges of the service. All applicable taxes shall be itemized separately and included in the contract price.

11.6 The evaluation committee shall prepare minutes of negotiations that are signed by the members of the evaluation committee and the consultant's authorized representative.

11.7 If the negotiations fail, NMK shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Entity shall terminate the negotiations informing the Consultant of the reasons for doing so. NMK will invite the next-ranked Consultant to negotiate for the contract. Once NMK commences negotiations with the next-ranked Consultant, it shall not reopen the earlier negotiations.

## **12.0 CORRUPTION OR FRAUDULENT PRACTICES**

NMK requires that all tenderer observe the highest standards of ethics during the procurement process, execution of contracts and during the period the contract is in force. NMK will not enter into a contract with a bidder who has engaged in corrupt or fraudulent practices during the tendering process.

## **13.0 SUB-CONTRACTING**

The Consultant shall NOT sub-contract the whole or part of the resource mobilization services without reasonable justification and written approval by NMK.

## **14.0 TENDER SECURITY**

14.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration dully filled and signed by Authorized person or a Tender Security in original form.

14.2 The bid document must be accompanied by a tender security equal to Kshs One Million (1,000,000.00) and valid for 30 days beyond the tender validity period.

14.3 A Tender-Securing Declaration shall use the form included in Section V, Sample Forms.

14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of:-

- a) Cash;
- b) A bank guarantee;
- c) Such insurance guarantee from insurance firms approved by the Public Procurement Regulatory Authority (PPRA);

- d) A guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya; and
- e) Letter of credit

14.5 Any tender not accompanied by a tender security shall be deemed non-responsive.

14.6 Unsuccessful tenderer's tender security shall be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity. NMK shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, the tenders were determined to be non-responsive or a bidder declines to extend tender validity period.

14.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract and furnishing the performance security.

14.8 If an unconditional bank guarantee is issued by a bank located outside Kenya, the issuing bank shall have a correspondent bank located in Kenya to make it enforceable.

14.9 The Tender Security may be forfeited or the Tender-Securing Declaration executed:

- a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
- b) if the successful Tenderer fails to: i) sign the Contract in accordance with the award letter ; or ii) furnish a Performance Security and if required in the TDS, and any other documents required in the TDS.

14.10 Where tender securing declaration is executed, NMK shall recommend to the PPRA that it debars the Tenderer from participating in public procurement as provided in the law.

14.11 The Tender Security or the Tender-Securing Declaration of a JV shall be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of tendering, the Tender Security or the Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred.

14.12 A tenderer shall not issue a tender security to guarantee itself.

## **15.0 STAND STILL PERIOD**

The Standstill Period shall be the number of days stated in the Data Sheet. The Standstill Period commences the day after the date the Procuring Entity has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. The Contract shall not be signed earlier than the expiry of the Standstill Period. This period shall be allowed for aggrieved Consultants to lodge an appeal. The procedure for appeal and the authority to determine the appeal or complaint is as indicated in the Data Sheet

## **16.0 NATIONAL MUSEUMS OF KENYA'S RIGHTS**

NMK, as the buyer, reserves the right to accept or reject the lowest or any bid without having to assign reason for its actions or at its sole discretion annul the whole tender process and reject all the tenders at any time prior to award without thereby incurring any liability to the concerned tenderer or having any obligation to inform them of the grounds of NMK's actions.

**TECHNICAL BID**  
**(To be enclosed in a separate envelop from the financial bid)**

### SECTION III: STANDARD FORMS

#### FORM T 1: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the

*[Name of Procuring Entity]* for: \_\_\_\_\_

\_\_\_\_\_ *[Name and number of tender]* in response to the request for tenders made by: *[Name of Tenderer]* do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of \_\_\_\_\_ *[Name of*

*Tenderer]* that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) Has been requested to submit a Tender in response to this request for tenders;
  - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
  - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs(5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) methods, factors or formulas used to calculate prices;
  - c) the intention or decision to submit, or not to submit, a tender; or
  - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5) (b) above.

Name ..... Title ..... Date .....

*[Name, title and signature of authorized agent of Tenderer and Date]*

Form T2: **CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

**Instruction to Tenderer**

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

**a) Tenderer's details**

	ITEM	DESCRIPTION
1.	Name of the Procuring Entity	
2.	Reference Number of the Tender	
3.	Date and Time of Tender Opening	
4.	Name of the Tenderer	
5.	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6.	Current Trade License Registration Number and Expiring date	
7	Name, country and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of Registering Body/Agency	
8.	Description of Nature of Business	
9.	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of state which stock exchange	

**General and Specific Details**

**Sole Proprietor, provide the following details.**

**Name in full**..... **Age** .....

**Nationality**..... **Country of Origin** ..... **Citizenship** .....

**Partnership, provide the following details.**

	Names of Partners	Nationality	Citizenship	% Shares owned
--	-------------------	-------------	-------------	----------------



1				
2				
3				

**Registered Company, provide the following details.**

**Private or public Company .....**

**State the nominal and issued capital of the Company .....**

**Nominal Kenya Shillings (Equivalent) .....**

**Issued Kenya Shillings (Equivalent) .....**

**Give details of Directors as follows.**

	<b>Names of Director</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
1				
2				

**DISCLOSURE OF INTEREST-Interest of the Firm in the Procuring Entity.**

**Are there any person/persons in..... (*Name of Procuring Entity*) who has/have an interest or relationship in this firm? Yes/No..... If yes, provide details as follows.**

	<b>Names of Person</b>	<b>Designation in the Procuring Entity</b>	<b>Interest or Tenderer</b>	<b>Relationship</b>
1.				
2.				
3.				

**FORM T.3 CONFLICT OF INTEREST DISCLOSURE**

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?		

**Certification**

**On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.**

**Full Name**.....

**Title or Designation**.....

**Signature** .....

**Date** .....

#### T4: SELF-DECLARATION

##### FORM SD1: SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015

I, ....., of Post Office Box ..... being a resident  
of..... in the Republic of ..... do hereby make a statement  
as follows:-

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director /Principal Officer/Director of ..... (*insert name of the Company*) who is a Bidder in respect of  
**Tender No.** ..... for.....(*insert tender title/description*) for  
..... (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

(Title) ..... (Signature) ..... (Date) .....

Bidder Official Stamp

**FORM SD2: SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE**

I.....of P.O. Box.....being a resident of .....  
..... in the Republic of ..... do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ..... *(insert name of the Company)* who is a Bidder in respect of Tender No..... for .....*(insert tender title/description)* for .....*(insert name of the Procuring entity)* and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... *(insert name of the Procuring entity)* which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... *(name of the procuring entity)*
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to here in above is true to the best of my knowledge information and belief.

.....  
(Title) (Signature) Date)

Bidder's Official Stamp

**FORM SD3: DECLARATION AND COMMITMENT TO THE CODE OF ETHICS**

I, ..... (person)  
on behalf of (***Name of the Business/ Company/Firm***) .....

declare that I have read and fully understood the contents of the Public Procurement & Assets Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized  
signatory.....

Sign.....

Position.....

Office address.....

Telephone .....

Email.....

Name of the Firm/Company .....

Date .....

**(Company Seal/ Rubber Stamp where applicable)**

Witness Name .....

Sign.....

Date .....

**FORM SD4: DECLARATION THAT THE CONSULTANT IS NOT INSOLVENT, IN RECEIVERSHIP,  
BANKRUPT OR IN THE PROCESS OF BEING WOUND UP**

We (*insert the name of the company / supplier*) -----declares and  
guarantees that the person or the company bidding is not insolvent, in receivership, bankrupt or in  
the process of being wound up

Name .....Signature.....Date .....

## T5: TECHNICAL FORMS

These forms are designed as a guide to the bidder in preparing a comprehensive bid and are not to be filled. The bidders can take a different approach but give the required information. The forms include:-

- a. TEC 1: Comments and Suggestions
- b. TEC 2: Description of Approach, Methodology and Work Plan
- c. TEC 3: Work Schedule and Planning for Deliverables
- d. TEC 4: Curriculum vitae of Key Personnel
- e. TEC 5: Mandatory Supporting Documents



## FORM TEC-1: COMMENTS AND SUGGESTIONS

Form TECH-3: The Consultant to provide comments and suggestions on the Terms of Reference, counterpart staff and facilities to be provided by NMK that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by NMK, including: administrative support, office space, local transportation, equipment, data, etc.

### A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

### B - On Counterpart Staff and Facilities

{Include comments on counterpart staff and facilities to be provided by NMK. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

## FORM TEC 2: DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN (Mandatory)

Form TECH-4: a description of the approach, methodology and work plan in responding to the terms of reference for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{The structure of your Technical Proposal:

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}

i) Technical Approach and Methodology.

{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output.

Please do not repeat/copy the TORs here.}

ii) Work Plan. {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of their parts. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

iii) Organization and Staffing.

{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

iv) Any other relevant information

### FORM TEC 3: WORK SCHEDULE AND PLANNING FOR DELIVERABLE

No	Description of Deliverable	Month							
		1	2	3	4	5	6	etc	Total
1.	For example, Data collection								
2.									
3.									

- i. List the deliverables with the breakdown for activities required to produce them and other benchmarks such as NMK's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- ii. Duration of activities shall be indicated in a form of a bar chart.
- iii. Include a notes/legend, if necessary, to help read the chart.

FORM TEC 4: CURRICULUM VITAE (CV)

**(The Consultant shall attach with this form certified copies of all the required support documentary evidence as required in the RFP, especially the mandatory and eligibility criteria)**

Position and Title:	
Name of Expert:	
Date of Birth:	
Country of Citizenship	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

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Period	Employing organization and your Title/position. Contact Information for references	Country	Summary of activities performed relevant to the Assignment

Membership in Professional Associations and Publications: \_\_\_\_\_

Language Skills (indicate only languages in which you can work): \_\_\_\_\_

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks

Expert's contact information : (e-mail..... phone..... Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Procuring Entity, and/or sanctions by the PPRA.

Name of Expert .....Signature ..... Date.....  
{day / month/year}

Name of authorized .....Signature..... Date.....

Representative of the Consultant (the same who signs the Proposal)

## FORM TEC 5: MANDATORY SUPPORTING DOCUMENTS

(Please refer to the Mandatory Requirements Clause 8.2 of this tender document)

#### **SECTION IV: TENDER DATA SHEET (TDS)**

The following specific data shall complement, supplement, or amend the provisions in the Instructions to Consultants (ITC). Whenever there is a conflict, the provisions herein shall prevail over those in ITC.

Reference to ITT	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
<b>A. General Provision</b>	
Sec I(8)	Electronic procurement system shall not be used for submission and evaluation of tenders  Except for obtaining/downloading of RFP document, seeking clarifications and Addenda, where email and website will apply
Sec I(1), Sec II (8.1)	The Procuring Entity is: <b>National Museums of Kenya</b>  The consultant selection method is: <b>Quality and Cost Based Selection Method (QCBS) [ Yes]</b>
Sec II (2.6)	Financial Proposal to be submitted together with Technical Proposal in separate envelopes: <b>Yes ____</b>
Sec II (1)	The name of the assignment is: <b>Consultancy services for resource mobilization for the First International Investment Conference and Trade Fair</b>
Sec II (1)	Open to all eligible bidders
<b>B. Preparation of the Proposals</b>	
Sec II (2.6)	The Proposal shall comprise the following: <b>1st Inner Envelope with the Technical Proposal and 2<sup>nd</sup> inner Envelop with the Financial bid</b>  <b>Power of Attorney to sign the Proposals</b>
Sec II (4.0)	Proposals must remain valid for [150] days after the proposal submission  deadline
Sec II (6.4)	Clarifications may be requested not later than [3] days prior to the submission deadline.  The contact information for requesting clarifications is: <b>E-mail: procurement@museums.or.ke</b>
14.0	Taxes shall be charged in accordance with Kenyan Law

Sec II (3.0)	<p>The Financial Proposal shall be stated in the following currencies:  <b>Kenya Shillings or in one fully convertible currency.</b></p> <p>The Financial Proposal should state local costs in Kenya Shillings: <b>Yes</b></p>
<b>C. Submission, Opening and Evaluation</b>	
Sec II (2.6)	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and 1 copy.</p> <p>(b) Financial Proposal: one (1) original and 1 copy</p>
Sec I (6.0)	<p>The Proposals must be submitted not later than:</p> <p><b>Date: 05<sup>th</sup> August, 2025</b>  <b>Time: 12.00 Noon East African Time</b></p> <p>The Proposal submission address is:</p> <p><b>Director General,  National Museums of Kenya, Headquarters on Museum Hill,  P.O Box 40658- 00100 Nairobi.  Tel: +254-20-8164134, +254-20-8164135, +254 721308485  Email: dgnmk@museums.or.ke</b></p> <p><b>in the tender box provided at the entrance of Earth Sciences Building</b></p>
Sec II (8.0)	<p>Evaluation of bids: <b>Preliminary, Mandatory and technical evaluations with highest combined score in technical and financial bids invited for negotiations and recommendation of award</b></p> <p>The minimum technical score (St) required to pass is <b>75%</b></p>
Sec II (11.0)	<p>If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized using the itemized list and included in the Contract amount as a separate line, also indicating which taxes shall be paid by the</p> <p>Consultant and which taxes are withheld and paid by the Procuring Entity on behalf of the Consultant.</p>
Sec II (14.1, 14.2)	<p>Tender Security</p> <p>(A) Amount required shall be Kenya Shillings One Million(1,000,000.00) only</p> <p>(B) <b>The original tender security to be enclosed with the Technical</b></p>



	<b>bid</b>
Sec II(15.0)	<p>The Standstill Period shall be: <b>14 days</b></p> <p>The procedures for making a procurement related complaint are detailed in the Public Procurement and Asset Disposal Act and Regulations. If a</p> <p>Consultant wishes to make a procurement related complaint or appeal, the Consultant shall submit its complaint to the Public Procurement Administrative Review Board.</p>
Sec II (11.0)	Negotiations and award: <b>Yes</b>

## **SECTION V: TERMS OF REFERENCE**

### **TERMS OF REFERENCE (TOR) FOR A FUNDRAISING CONSULTANT FOR THE FIRST INTERNATIONAL INVESTMENT CONFERENCE & TRADE FAIR ON KENYA'S INDIGENOUS KNOWLEDGE INTELLECTUAL ASSETS, 2025**

#### **1. BACKGROUND INFORMATION**

The “Natural Products Industry (NPI) Initiative for Kenya” is a flagship project under the Kenya Vision 2030 development blueprint as incorporated in Medium Term Plan IV 2023-2027 and the Government’s Bottom-Up Economic Transformation Agenda (BeTA). This agenda is also cascaded in the National Museums of Kenya Strategic Plan 2023-2027. This initiative seeks to fully harness the natural products subsector as a new growth area of the economy that will significantly contribute to national development priorities including employment and wealth creation, poverty alleviation, improved biodiversity management and attainment of double-digit GDP growth.

The National Museums of Kenya (NMK), through the Natural Products Industry (NPI) Program, is organizing an Inaugural International Investment Conference and Trade Fair on Indigenous Knowledge Intellectual Assets 2025 themed “*Unlocking Investment Opportunities in Kenya’s Indigenous Wealth: A New Growth Area of the Economy*” has been organized to be held in the later part of 2025 to promote sustainable development of indigenous knowledge systems. It is planned for documented and digitized Indigenous Knowledge Intellectual Assets (IKIAs) from the 13 counties to be showcased to potential investors & entrepreneurs during the conference and trade fair. The data from the feasibility study on the commercial viability of the prioritized IKAs will prove handy during the conference. Equally, an intellectual property (IP) audit of the IKIAs has been conducted in readiness of the upcoming conference.

To ensure the success of this landmark event, NMK through NPI is seeking to engage a consultant to devise strategies to fund-raise through diverse local and international sources.

To ensure the success of this landmark event, the National Museums of Kenya (NMK), through the Natural Products Industry (NPI) Program, seeks to engage a qualified consultant or consulting firm to develop and implement a comprehensive fundraising strategy. The goal is to mobilize KSh. 320 million through strategic partnerships, corporate sponsorships, and donor support.

The consultant will be expected to align the fundraising strategy with the event’s objectives, leveraging the documented and digitized IKIAs, feasibility study findings, and completed IP audits to attract investment and support

#### **2. Objective**

The objective of this assignment is to engage a fundraising consultant to develop and implement a comprehensive resource mobilization strategy to raise over Kshs. 320 million to support the planning, logistics, stakeholder engagement, and implementation of the Inaugural International Investment Conference and Trade Fair on Indigenous Knowledge Intellectual Assets 2025.

The consultant will be expected to leverage a diverse mix of funding sources including strategic partnerships, corporate sponsorship, philanthropic contributions, and donor support to ensure the event’s objectives are fully realized and its impact maximized.

#### **3. Scope of Services**

The consultant will:

- A. Identify, map and engage potential donors including Kenyans in the Diaspora, corporate sponsors, foundations, national and county governments, development partners, investors and philanthropic institutions;
- B. Design tailor-made concept notes to suit different sponsors as well as proposals, presentations and donor communication materials for fundraising;
- C. Develop a comprehensive fundraising plan aligned with the objectives of the conference;
- D. Develop a detailed fundraising strategy and implementation plan;
- E. Coordinate stakeholder engagement efforts, including donor round-table, high-level sponsorship events and presentations;
- F. Capacity building initiatives and workshops on resource mobilization to NMK-NPI staff;
- G. Provide bi-weekly progress updates to NMK-NPI and adjust strategies based on outcomes;
- H. Ensure compliance with donor requirements and proper documentation of commitments.

#### **4. Deliverables**

- a) Inception report detailing the fundraising plan and timeline.
- b) Database of at least 100 potential funders and partners.
- c) Mapping and engagement plan with potential funders
- d) Customized proposals and sponsorship packages.
- e) Bi-weekly progress reports on funds mobilized and engagements conducted.
- f) Final fundraising report with lessons learnt and sustainability recommendations.
- g) Contributions may either be in cash or in-kind; cash contributions shall be deposited in a bank account provided by NMK

#### **5. Duration**

The consultancy will run for a period of 8 months, beginning from the date of signing the contract. The consultant/firm is expected to adhere to the agreed timeline and deliverables schedule, ensuring timely execution of all fundraising activities in alignment with the conference planning calendar.

#### **6. Ethical Considerations**

In conducting the mobilization services, the consultant must adhere to principles of honesty, integrity, and confidentiality, ensuring all data and recommendations are factual and unbiased. Cultural sensitivity, non-discrimination, and respect for local norms and human rights are essential, alongside compliance with applicable laws. The consultant should avoid conflicts of interest and ensure transparency throughout the process. Accountability is key, with responsibility for the accuracy and reliability of the work, while also promoting strategies that prioritize sustainability and ethical fundraising practices.

#### **7. Reporting And Oversight**

The consultant/firm will report directly to the Director General of the National Museums of Kenya (NMK). Regular coordination meetings will be held to:

- a) Review progress against the fundraising plan and deliverables;
- b) Address any challenges or emerging opportunities;
- c) Align strategic decisions and stakeholder engagement efforts with conference objectives.

The consultant is expected to maintain open communication and provide timely updates to ensure transparency and accountability throughout the assignment.

#### **8. Payment Plan**

Interested consultants or firms are required to submit a detailed financial proposal that is clearly aligned with the performance and disbursements tied to the achievement of agreed-upon milestones in the fundraising process. The financial proposal will include but not limited to:

- a. A breakdown of professional fees, reimbursable costs (if any), and applicable taxes;
- b. A percentage of commission on the total funds mobilized and secured on all new funding secured through their efforts;
- c. Any charges related to the services.

#### 9. Staff Composition, Educational and Professional Qualifications

The consultant shall have a lead consultant and two technical staff.

## **FINANCIAL BID**

**(To be enclosed in a separate envelop from the Technical bid)**

### **SECTION VI: FINANCIAL SECTION**

This section constitutes the financial bid segment and consists of the following forms:-

1. FIN 1: Financial Proposal Submission Form
2. FIN 2: Summary of Costs
3. FIN 3: Breakdown of Remuneration
4. FIN 4: Breakdown of Re-Imbursement Expenses

## FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

..... {Location, Date}

To: ..... [Name and address of Procuring Entity]

Dear Sir/Madam,

We, the undersigned, offer to provide the consulting services for..... [Insert title of assignment] in accordance with your Request for Proposal dated..... [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of..... {Indicate the corresponding to the amount currency} {Insert amounts in words and figures}, including of all taxes in accordance with the Data Sheet. The estimated amount of local taxes is..... {Insert currency} {Insert amount in words and figures} **OR** ....Percentage of the total mobilized funds.

{Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the ITC 4,1.

We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address, Amount and Purpose of Commission of Agents, Currency or Gratuity

{If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."}

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

Yours sincerely,

Signature..... (Of Consultant's authorized representative) {In full and initials}:

Full name: ..... {insert full name of authorized representative} Title: ..... {insert title/ position of authorized representative}

Name of Consultant..... (company's name or JV's name): Capacity: ..... {insert the person's capacity to sign for the Consultant} Physical Address: ..... {insert the authorized representative's address}

Phone: ..... {insert the authorized representative's phone and fax number, if applicable}  
Email: ..... {insert the authorized representative's email address}

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM FIN-2: SUMMARY OF COSTS (Mandatory)

Item Description	Cost (Kshs)		
	Consultant must state the proposed Costs in accordance with ITT		
Cost of the Financial Proposal <b>OR</b> Percentage of Commission on the total funds mobilized and secured			
Including:			
(1) Remuneration			
(2) Reimbursables			
Sub-total [Remuneration + Reimbursables]			
Taxes:			
{insert type of tax. e.g., VAT or sales tax}			
{e.g., withholding tax on experts' remuneration}			
Total Taxes			
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1			

# FORM FIN-3A: BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Procuring Entity. This Form shall not be used as a basis for payments under Lump-Sum contracts

A. REMUNERATION						
No	Name Of Expert	Position	Person-Month Remuneration Rate	Time Input In Person /Month	Cost (Kshs)	Total (Kshs)
1	Key Expert					
2	Non-Key Experts					
	TOTAL					



#### FORM FIN-4 BREAKDOWN OF REIMBURSABLES

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Procuring Entity. This form shall not be used as a basis for payments under Lump-Sum contracts. This form shall be filled for Time-Based Contracts to form the basis of contract negotiations.

B REIMBURSABLE EXPENSES					
No	Type of Reimbursable Expenses	Unit	Unit Cost (Kshs)	Quantity	Cost (Kshs)
1	{e.g., Per diem	Day			
2	{e.g., Office rent}				
	TOTAL COST				

## SECTION VII: SAMPLE FORMS

### A.:TENDER-SECURING DECLARATION FORM

[The Bidder shall complete this Form in accordance with the instructions

indicated] Date:.....[insert date(as day, month and year) of Tender Submission]

Tender No.:.....[insert number of tendering process]

To:.....[insert complete name of Purchaser] I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.
2. I/We accept that I / we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation (s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or(ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
  - a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
  - b) thirty days after the expiration of our Tender.
4. I / We understand that if I am / we are / in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid , and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....

Capacity / title (director or partner or sole proprietor, etc.) .....

Name:.....

Duly authorized to sign the bid for and on behalf of: .....[insert complete name of Tenderer] Dated on ..... day of.....

[Insert date of signing]

Seal or stamp



## B. SAMPLE FORM OF CONTRACT

**THIS AGREEMENT**, made the \_\_\_\_ day of \_\_\_\_\_ - 20... between **NATIONAL MUSEUMS OF KENYA** of Post office Box number 30586 – 00100 Nairobi (hereinafter called “**NMK**”) of the one part and *[Name of consultant]* of Post Office Number ..... (Hereinafter called “**the bidder**”) of the other part.

**WHEREAS NMK** is desirous that the consultant executes the contract for supply, delivery, installation and commissioning of generators (hereinafter called “the goods”) and NMK has accepted the tender submitted by the firm for the execution and completion of such project for the **Contract Price of Kshs..... only.**

**NOW THIS AGREEMENT WITNESSETH** as follows: -

- 1.0 In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 2.0 The following documents shall be deemed to form an integral part and shall be read and construed as part of this Agreement viz:
  - (i) Terms and Conditions of the Request for Proposal document
  - (ii) Priced Schedule
  - (iii) Notification of award
- 3.0 In consideration of the payments to be made by NMK to the consultant as hereinafter mentioned, the firm hereby Covenants with NMK to execute and complete the project in conformity with the provision of the contract.
- 4.0 NMK hereby covenants to pay the consultant in consideration of the execution and completion of the project the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**IN WITNESS** whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

Signed for NMK by: \_\_\_\_\_  
**Name**

In the presence of: \_\_\_\_\_  
**CORPORATE SECRETARY**

Signed for the consultants’ firm by: \_\_\_\_\_  
**Name**  
(Who warrants that he is duly authorized to sign)

In the presence of: \_\_\_\_\_

## **PART II: GENERAL CONDITIONS OF CONTRACT**

### **1.0 Definitions**

1.1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between NMK and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to NMK under the Contract.
- (d) “NMK” means National Museums Of Kenya, the organization sourcing for the insurance services
- (e) “The Service Provider” means the organization or firm providing the services under this Contract.
- (f) “commencement date and duration of the contract” means the date the contract starts and period it will take to complete the contract
- (g) “GCC” mean the General Conditions of Contract contained in this section.
- (h) “SCC” means the Special Conditions of Contract
- (i) “Day” means calendar day

### **1.2. Application**

These General Conditions shall apply to the extent that they are not superseded by provisions of other part of the contract

### **1.3. Standards**

The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements.

### **1.4. Use of Contract Documents and Information**

1.4.1 The Service Provider shall not, without NMK’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of NMK in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract.

1.4.2 The Service Provider shall not, without NMK’s prior written consent, make use of any document or information enumerated in Clause 6 above.

1.4.3 Any document, other than the Contract itself, enumerated in Clause 6 shall remain the property of NMK and shall be returned (all copies) to NMK on completion of the contract’s or performance under the Contract if so required by NMK.

### **1.5. Patent Rights**

The Service Provider shall indemnify NMK against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

### **1.6. Delivery of services and Documents**

Delivery of the services shall be made by the Service Provider in accordance with the terms specified by NMK in the schedule of requirements and the special conditions of contract

### **1.7. Payment**

15.7.1 The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in SCC

15.7.2 Payment shall be made promptly by NMK, but in no case later than sixty (60) days after submission of an invoice or claim by the Service Provider

### **1.8. Prices**

1.8.1 Prices charged by the Service Provider for Services performed under the Contract shall not, with the exception of any price adjustments authorized by NMK, vary from the prices quoted by the tenderer in its tender or in NMK's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

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

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

1.8.4 Price variation requests shall be processed by NMK within 30 days of receiving the request.

### **1.9 Assignment**

The Service Provider shall not assign, in whole or in part, its obligations to perform under this Contract, except with NMK's prior written consent.

### **1.10. Termination for Default**

1.10.1 NMK may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider terminate this Contract in whole or in part:

- (a) if the Service Provider fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by NMK.
- (b) If the Service Provider fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of NMK has engaged in corrupt or fraudulent practices in competing for or in executing the contract

1.10.2 In the event NMK terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered, and the Service Provider shall be liable to NMK for any excess costs for such similar services. However, the service provider shall continue performance of the contract to extent not terminated.

### **1.11. Termination for Insolvency**

NMK may at any time terminate the contract by giving written notice to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to NMK.

### **1.12. Termination for Convenience**

1.12.1 NMK by written notice sent to the Service Provider, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the Service Provider of the contract is terminated and the date on which such termination becomes effective.

1.12.2 For the remaining part of the contract after termination NMK may elect to cancel the services and pay to the Service Provider an agreed amount for partially completed services.

### **1.13 Resolution of Disputes**

1.13.1 NMK and the Service Provider shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

1.13.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **1.14 Governing Language**

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties shall be written in the same language.

### **1.15. Applicable Law**

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise expressly specified in the SCC.

### **1.16 Force Majeure**

The Service Provider shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### **1.17 Notices**

1.17.1 Notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

1.17.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.





### **PART III - SPECIAL CONDITIONS OF CONTRACT**

Notes on Special Conditions of Contract:

1. The special conditions of contract shall supplement the General conditions of contract and wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

1. specific conditions of contract with reference to the general conditions of contract:

<b>General Conditions of contract reference</b>	<b>Special conditions of contract</b>
1.18	Premium price shall include all applicable government taxes and fixed through-out the contract period
1.13	a) resolve amicably by direct informal negotiations and disagreement or disputes  b) If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, such dispute shall be settled by a sole arbitrator under the Arbitration Act. The arbitrator shall be appointed by agreement between the parties or in default of agreement by the Chairman of the Kenya Chapter of Chartered Institute of Arbitrators
1. 15.3	Applicable Law  Laws of Kenya