



**EPC/PRO/RFP/008/2015-2016**

**REQUEST FOR PROPOSALS FOR PROVISION OF  
THE MID TERM REVIEW OF THE STRATEGIC PLAN OF THE EXPORT  
PROMOTION COUNCIL, 2012-2017**

**MARCH 2016**

## TABLE OF CONTENTS

Page

INTRODUCTION .....	3
SECTION I: LETTER OF INVITATION .....	4
SECTION II: INFORMATION TO CANDIDATES .....	5
SECTION III: TERMS OF REFERENCE (TOR) .....	12
SECTION IV: TECHNICAL PROPOSAL (TP) .....	16
SECTION V: FINANCIAL QUOTATION (FQ) .....	17

## **INTRODUCTION**

1. This Standard Request for Proposals (RFP) has been prepared for use by public entities in Kenya. It has been found necessary for selection of Consultancy and Service Provision for small assignments as required by the Standard Request for Proposals Regulations.
2. This Standard Request for Proposals Consultancy and Service Provision shall be used for such assignments by all procuring entities.
3. The general conditions of contract in the document should not be modified and instead the special conditions of the contract may where necessary be modified by the procuring entity, for use, to reflect the unique circumstances of the particular assignment.

## **SECTION I: LETTER OF INVITATION**

Ref.: **EPC/PRO/RFP/008/2015-2016**

9th March 2016

Dear Sir/Madam,

**RE: REQUEST FOR PROPOSAL FOR THE MID TERM REVIEW OF THE STRATEGIC PLAN OF THE EXPORT PROMOTION COUNCIL, 2012-2017**

The Export Promotion Council (EPC) invites proposals for ngangiong a firm to conduct Mid Term Review of the Strategic Plan of the Export Promotion Council, 2012-2017. More details of the required services are provided in the attached Request for Proposal.

1.1 The Request for Proposal (RFP) includes the following documents:

Section I - Letter of Invitation

Section II - Information to Candidates

Section III - Terms of Reference

Section IV - Technical Proposal

Section V - Financial Quotation

Section VI - Standard Contract Form (where applicable)

On receipt of this RFP (the Mid Term Review of the Strategic Plan of the Export Promotion Council, 2012-2017) please prepare a proposal as required and return before the date and time indicated in the document.

Attached are the details to guide your proposal.

Yours faithfully,

**Chief Executive**  
**Export Promotion Council**

## **SECTION II: INFORMATION TO CANDIDATES**

### **2.1 Introduction**

- 2.1.1 The Export Promotion Council will select a candidate among those invited to submit 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 quotation for services required for the assignment stated in the advertisement.
- 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 quotation.
- 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 quotations 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 documents**

- 2.2.1 Candidates may request clarification of any of the RFQ (C & D) 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 in the special conditions of contract. 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 RFQ (C&D). 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 quotations.

### **2.3 Preparation of Proposals**

2.3.1 The individual proposal shall be written in the English language.

2.3.2 In preparing the technical proposal, the candidates are expected to examine the documents comprising the RFP (C&D) 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 he does not have all the expertise required for the assignment he 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 quotations 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 leader of the assignment must be submitted with the Quotation.

2.3.4 The technical proposal shall provide the following information:

- (a) The relevant staff listing and a brief of any recent experience of assignment of a similar nature.
- (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.
- (e) Time frame in number of days expected to successfully complete the assignment.

2.3.5 The technical proposal shall be separate from the financial proposal and shall not include any financial information.

## **2.4 Financial Quotation**

2.4.1 In preparing the financial quotation, the candidate is expected to take into account the time required in completing the assignment as outlined in the RFP (C&D). The financial quotation will be quoted for the entire assignment. The financial quotation 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 quotation should include the payable taxes.

2.4.3 The fees shall be expressed in Kenya Shillings.

2.4.4 The Financial Quotation must remain valid for 30 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 quotation, the candidates who do not agree, have the right not to extend the validity of their quotations.

2.4.5 The financial quotation must comply with the law governing the profession of the candidate.

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

2.5.1 The technical proposal and the financial quotation shall be prepared in indelible ink. They shall contain no interlineations or overwriting, except as necessary to correct errors made by the candidates. Any such corrections must be initialled by the candidate.

2.5.2 For each quotation the candidates shall prepare the quotations in the number of copies indicated in the special conditions of contract. Each technical proposal and financial quotation shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the quotation, 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 quotation in a sealed envelope duly marked “**FINANCIAL QUOTATION**”. Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring entities address and other information indicated in the appendix to the instructions to candidates and clearly marked “**DO NOT OPEN**” before **12.00 Noon, 29th March, 2016**

The completed technical proposal and financial quotation must be delivered in plain sealed envelopes clearly marked “**EPC/PRO/RFP/008/2015-2016: THE MID TERM REVIEW OF THE STRATEGIC PLAN OF THE EXPORT PROMOTION COUNCIL, 2012-2017 PROPOSAL**” should be addressed and delivered to:

The Chief Executive,  
Export Promotion Council ,  
16<sup>th</sup> Floor, Anniversary Towers, University Way,  
P.O. Box 40247-00100,  
**NAIROBI**

so as to be received on or before **12.00 Noon, 29th March 2016**

2.5.4 Any proposal received later than the closing date and time for submission of proposals shall be rejected and returned to the candidate unopened. For this purpose the inner envelope containing the technical proposals and financial quotation 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 quotations shall be marked with the candidate’s 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**

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

2.6.2 The technical evaluation committee shall have no access to the financial quotation, 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 quotations 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>POINTS</u>	
(i)	Qualifications of Proposed staff	20	- 30
(ii)	Specific experience of the proposed staff related to the assignment	10	- 30
(iii)	Adequacy of methodology and work plan in response to the Terms of Reference	10	- 40
	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 proposals 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 quotation 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 Quotations

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 (C&SP) and terms of reference. The notification will indicate that their financial quotation 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 quotations. They will also be invited to attend the opening ceremony if they wish to do so.

2.8.2 The financial quotations 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 quotation.

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:

$$Sf = 100 \times fm/f \text{ where}$$

Sf is the financial score

fm is the lowest fees quoted and

f is the fees of the quotation under consideration

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

2.8.4 The candidates' quotations 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 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 quotation

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 agreement on all points regarding the assignment and sign 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 quotations of the candidates who did not pass the technical evaluation.

2.10.2 The selected candidate is expected to commence the assignment on the date indicated in the appendix to the instructions to tenderers or any other date that shall be 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 proposals 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 AND SCOPE OF SERVICE FOR THE MID TERM REVIEW OF THE STRATEGIC PLAN OF THE EXPORT PROMOTION COUNCIL, 2012-2017**

### **1. Background**

The Export Promotion Council was established in 1992 and is the Kenyan National Trade Promotion Organization. The objective is to develop and promote export of Kenya's goods and services and to harmonize export related activities in the country by providing leadership to national export programs.

The Council is an executive organization with national developmental functions to enhance the contribution of international trade to Kenya's wealth creation. The overarching mandates are therefore derived from the national goals; the Kenya Vision 2030 and its five year based Medium Term Plans. The Council's programmes are encapsulated in five years Strategic Plans that anchor the operational objectives to the national goals. Towards the delivery of expected returns to its stakeholders the Export Promotion Council undertook to steer the country to attain a stable 20% annual growth in exports to the year 2030.

The Council has a strategic Plan that runs from 2012-2017 to guide its operations. The success of this strategic plan is in terms of transferring values to stakeholders. While the implementation of this plan has to date realized some progress and challenges alike ranging from the peculiarities in the economic environment and institutional factors. For a performance update; It therefore requires an independent assessment and for which expertise is sought to undertake a comprehensive review; whereby, it is imperative that successes, weaknesses and the constraints that causes each of non-performance factors are isolated and addressed accordingly.

### **2. Rationale for the Review of the Strategic Plan**

Strategic Plan has been the key value driver towards attainment of growth in export by 20% per annum. The review would enable ascertaining the level of delivery of the expected outcomes in the Kenya Vision 2030 and the impact of the activities undertaken by the Export Promotion Council towards realization of the above targets and with a view to positively re-orientating the strategic direction where necessary.

This review will among others, enable:

- i. Optimizing processes and operational performance
- ii. Tracking performance of exports and market development campaigns
- iii. Improving the delivery and value effectiveness
- iv. Generate options for re-dynamization of the performance of exports

### **3. Methodology**

A critical appreciation and desk review of the Strategic Plan as well as, primary research based on cross and intra sector interviews and information sharing with the staff of the EPC and finally, a working retreat for concerted deductions with the Management and the Board towards:

- a) Critical appreciation of the implementation status based on the Balanced Score Cards of the EPC; Logical Frameworks and the external success benchmarks, based on the National Integrated Monitoring and Evaluation Systems
- b) Systems Analysis and Functional- Failure analysis
- c) Risk and “Single Point of Failure” Analysis to remove the weaknesses
- d) Bench marking against the seminal document “Enhancing the Performance of Kenya’s Export sector” and a corresponding SWOT analysis
- e) Adoption of the findings by the Management and the Board.

### **4. Outcomes**

The expectations from this assignment are:

- i. Status Insights-Evidence to chart a new path for reinvigorated performance
- ii. Strategic priorities-More Intelligent strategies
- iii. Focus-creating relevant and meaningful performance indicators and renewed direction for quality management
- iv. Better communication and targeted communication processes that is facilitative
- v. Better Decision making-Turning the information gained from hindsight into actionable knowledge and plans.

### **5. Scope of the Work and Reporting**

This will be an analytical appreciation of the functions of the Export Promotion Council; with specificities to evaluation of activities undertaken by the Export Promotion Council in the last two to three years and; with a view to determining the responsiveness of the organization to its mandate and stakeholders expectations.

Specific activities activities will include:

- i. Desk Research-Review of the Strategic Plan of the EPC ;2012-2014;
- ii. literature review and; analysis of various government documents including the Kenya Vision 2030 and its Medium Term Plans; documents on monitoring including but not limited to returns on contracted targets with the government of Kenya;
- iii. Cross reference to the Government National Intergrated Monitoring and Evaluation Systems will be necessary
- iv. International benchmarking
- v. Validation workshop to present the findings;
- vi. Updated strategic plan

The Consultant will be required to work independently but report to the Chief Executive Officer, Export Promotion Council and also consult with the line implementation staff (Strategic Plan Implementation Team) for necessary clarifications.

## **6. Logistics and Timing**

The location of the assignment shall be within the territory of the Republic of Kenya.

Should ideally take 45 working days. The Commencement date of the assignment will be from 3rd May, 2016 and should be completed by 17th June, 2016.

## **7. Resources Requirements**

### **Personnel**

This assignment requires an indepth understanding of international trade and performance drivers. An understanding of Monitoring and Evaluation systems and methodologies and, Practical hands on knowledge on administration of monitoring and evaluation systems will be essential.

- i. The consultant may be a firm with diverse expertise in organizational development and strategic planning
- ii. Lead consultant needs to have Masters in economics, institutional management, international trade or, Econometrics;
- iii. Management and, Business Administration at the level of Bachelors degree but with a commensurate and proven experience with monitoring and evaluation management systems;
- iv. An indepth understanding of the National Intergrated Monitoring and Evaluation Systems will be an added advantage.

### **Budget**

The budget shall be determined competitively based on the submission by the Consultant but, shall be subject to the ceillings set by the Export Promotion Council.

## **8. REPORTS/DELIVERABLES**

### **Reporting requirements**

The Consultant shall submit an inception Report for approval at the beginning of this assignment but in anycase not later than seven(7) days after the offer notification;

A Draft Report shall be submitted to the procuring entity for approval after the full stakeholders' consultations, analyses and reviews; and shall be subject to further deliberation and adoption by the Staff and Board of the Export Promotion Council

A final Report shall be submitted after incorporating the comments and observations of Procuring entity Staff and Board of the Export Promotion Council. The Final report shall be submitted in ten copies on a hard covered format and ten (10) soft copies on CD-Rom.

## **9. APPLICATION PROCESSES**

*Interested applications should submit their bids not later than **29th March 2016** to:*

***The Chief Executive Officer,  
Export Promotional Council,  
Anniversary Towers, 16th Floor,  
Universary Way,  
P.O. Box 40247-00100,  
Nairobi, Kenya***

***Tel: +254-20-2228534-8***

***Fax: +254-20-2218013/2228539***

***Email: [chiefexe@epc.or.ke](mailto:chiefexe@epc.or.ke)***

## **SUBMISSION**

The quoting entity shall submit the original and a copy of both the technical and financial proposals. In total therefore, the entity shall provide four (4) complied documents.

## **SECTION IV: TECHNICAL PROPOSAL(TP)**

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

The technical proposal shall be prepared and submitted by the candidates.It shall contain the following:

- (a) Submission Letter
- (b) Comments and suggestions of the consultant on the terms of reference, personnel, facilitation and other requirements to be provided by the procuring entity
- (c) Description of the methodology and work plan for performing the assignment
- (d) The proposed key staff for the assignment
- (e) Consulting services activities times schedule  
*(To be prepared by the candidate as appropriate)*



## **SECTION V: FINANCIAL QUOTATION (FQ)**

### **Notes on the preparation of Financial Quotation**

The Consolidated financial quotation shall be prepared and submitted by the candidates. It shall contain the following.

- (a) Submission letter indicating total fees
- (b) Summary of costs
- (c) Breakdown of reimbursable costs/expenses per activity
- (d) Breakdown of fees per activity
- (e) Miscellaneous expense.

*(To be [prepared by the candidate as appropriate and should be consolidated within the quotation for the "Mid Term Review of the Strategic Plan of the Export Promotion Council" )*

## **SECTION VI: STANDARD CONTRACT FORM**

### **CONSULTANCY/DESIGN**

(Lump-sum payment)

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

This Agreement, [hereinafter called "the Contract"] is entered into this .....[insert starting date of assignment], by and between.....[insert Client's name] of.....[whose registered office is situated at].....[insert Client's address] (hereinafter called "the Client") of the one part AND ..... [insert Consultant's name] of ..... [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 section III "Terms of Reference and scope of service", which is made an integral part of this Contract.
  - (ii) The Consultant shall provide the personnel listed, "Consultant's personnel" to perform the services
  - (iii) The Consultant shall submit to the client reports in the form and within the time periods specified "Consultants Reporting Requirements"
- 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, the Client shall pay the Consultant an amount not to Exceed [.....]. 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

Kshs. \_\_\_\_\_ (.....) Upon Signing of the contract

Kshs. \_\_\_\_\_ (.....) 30 days after commissioning.

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 [*Chief Executive Officer*] 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 under paragraph 8 **Reporting requirements**(Consultants Reporting Obligations in the TORs), 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, material 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.

- |  |   |
|--|---|
| <b>8. Consultant Not to be Engaged in Certain Activities</b> | 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 / Closely related to the services  |
| <b>9. Insurance</b>  | The Consultant will be responsible for taking out any appropriate insurance coverage.   |
| <b>10. Assignment</b>  | The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.   |
| <b>11. Law Governing Contract and Language</b>               | The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English language  |
| <b>12. Dispute Resolution</b>                                | Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to arbitration or the 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 \_\_\_\_\_

**APPENDIX: PROCURING ENTITY CONTACT ADDRESS**

The Chief Executive

Export Promotion Council

16th floor, Anniversary Towers, University Way

P.O. Box 40247 – 00100 GPO

NAIROBI

Telephone: 254-20-2228534-8

Fax: 254-20-2218013/2228539

Email: [chiefexe@epc.or.ke](mailto:chiefexe@epc.or.ke)

**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 of .....20.....in the matter of Tender  
No.....of .....20...

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address: Physical  
address.....Fax No.....Tel. No.....Email ....., hereby request the  
Public Procurement Administrative Review Board to review the whole/part of the  
above mentioned decision on the following grounds , namely:-

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED .....(Applicant)

Dated on.....day of ...../...20...



**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on  
..... day of .....20.....

**SIGNED**  
**Board Secretary**