

**BANKI
KUU YA
KENYA**



**CENTRAL
BANK OF
KENYA**

Haile Selassie Avenue
P. O. Box 60000 Nairobi Kenya
Telephone 2860000 Telex 22324
Fax 310604/340192

**REQUEST FOR PROPOSAL FOR PROVISION OF RECRUITMENT
AND SELECTION CONSULTANCY SERVICES TO CENTRAL BANK
OF KENYA**

FRAMEWORK CONTRACT FOR A PERIOD OF TWO (2) YEARS

RFP NO. CBK/RFP/062/2020-2021

CLOSING DATE: THURSDAY 11TH FEBRUARY, 2021 AT 10.30 A.M

GUIDELINES ON PREPARATION OF BID DOCUMENT

In preparing the bid document in response to the Request for Proposal, bidders are advised to note the following:

1. **Section I – Letter of Invitation.** This section gives guidelines on how and where to seek further clarification pertaining to the Request for Proposal document; the form and amount of Tender Security required; where and when the tenders should be submitted; and place where tenders will be opened.

Section II – Information to Consultants. This section guides consultants basically on how to prepare their proposal and how the tendering process will be carried out upto to the award stage including notification of award to the successful consultant. “Appendix to **Information to Consultants (ITC)**” customizes clauses under Section II. Wherever there is a conflict between the provisions of the Information to Consultants and the provisions of the appendix, the provisions of the appendix prevail.

2. **Evaluation Criteria:** This gives information on how the proposals will be evaluated. Consultants should be able to evaluate their bids even before submission to determine in advance whether they meet the requirement of the Request for Proposal or not. Reading through the evaluation criteria bidders will be able to note all the required documents that should be attached to the bid document.

Checklist of Document Required to Form the Bid Document:

No.	Documents forming part of the bid	Remarks
1	The main sections of the tender document that includes: i) Section I – Letter of Invitation; ii) Section II – Information to Consultants; and	These sections remain as they are in the tender document and should form part of the proposal
2	Copy of Certificate of Incorporation or Business Registration Certificate as per the tender requirements.	
3	Copy of tax compliance certificate valid at least up to the date of tender opening from the applicable Revenue Authority	
4	Tender Security of Kshs. 50,000.00 or equivalent in USD OR Euro in form provided in this tender document, valid for 150 days . Failure to attach the Tender Security will lead to automatic rejection of the Proposal.	
5	Duly filled and signed technical proposal submission form in the format provided in the Request for proposal document (Technical Proposal to be sealed in a different envelope).	
7	A pre-proposal conference for all invited bidders will be held.	Will be held on 1 st February 2021 at 11:00am

No.	Documents forming part of the bid	Remarks
8	Dully filled and signed Confidential Business Questionnaire in the form or format provided in the tender document	
9	Copy of Company profile. This should include: i). List of technical personnel with copies of testimonials (CVs and Certificates); iii). List of contracts done previously with supporting documents e.g. LPOs, Contracts, Letters of Engagement.	
10	Duly filled and signed declaration form in the form provided in the tender document	
11	TENDER DOCUMENT TO BE SERIALIZED FROM PAGE ONE UPTO THE LAST INCLUDING ATTACHMENTS/APPENDICIES	
12	A Pre-proposal meeting will be held on Monday 1 st February, 2021 at 11:00am	

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SECTION I: LETTER OF INVITATION

1. The Central Bank of Kenya invites sealed proposals from eligible service providers for **Provision of Recruitment and Selection Consultancy Services on a need basis for a period of two years.**
2. Further information as pertains to this tender may be obtained during working hours (Monday to Friday) between 9:00 am and 5:00 pm using the following address: **The Ag. Director, General Services Department, Tel: +254 20 2861000/2860000, 5th Floor, Central Bank of Kenya, Haile Selassie Avenue, Nairobi, Email: supplies@centralbank.go.ke**
3. A complete set of Request for Proposals document containing detailed information may be obtained from Central Bank of Kenya, Head Office, along Haile Selassie Avenue, General Services Department on 5th Floor OR be downloaded from the Government tenders website: <https://www.tenders.go.ke/website> OR Central Bank of Kenya website: www.centralbank.go.ke for free. Bidders who download the tender document are required to sign a tender register at Procurement Division on 5th Floor CBK Building or email their contact address using the email: supplies@centralbank.go.ke before the tender closing date.
4. Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and shall remain valid for **120 days** from the closing date of the tender.
5. Proposals must be accompanied by a **Tender Security of Kshs. 50,000.00 or Equivalent USD or Euro, valid for 150 days.** Failure to attach the Tender Security will lead to automatic rejection of the tender.
6. The Technical Proposal and Financial proposal are to be put in different envelopes clearly marked "Technical Proposal" and "Financial Proposal" and sealed in one outer envelope. Completed Request for Proposal documents should be deposited in the **Green Tender Box No. 3** at the main entrance, ground floor of **Central Bank of Kenya along Haile Selassie Avenue**, to be received on or **before Thursday 11th February, 2021, at 10.30 A.M.**
7. The Technical Proposal document will be opened immediately after the closing time in in the **GSD Conference Room 5th Floor** Central Bank of Kenya Head Office in Nairobi. Interested tenderers or their representatives may attend the tender opening. The Financial Proposals for bidders meeting the technical requirements will be opened later during evaluation of bids in the presence of the respective bidders.
8. Bidders are required to serialize all the pages of the bid document submitted including any addendum, appendixes and attachments.

**DIRECTOR,
GENERAL SERVICES DEPARTMENT**

SECTION II - INFORMATION TO CONSULTANTS (ITC)

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2.1 Introduction

- 2.1.1 The Procuring Entity will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Appendix "ITC" for consulting services required for the assignment named in the said Appendix. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firms.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix "ITC" to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring Entity will provide the inputs specified in the Appendix "ITC", assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to Procuring Entity are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The Procuring Entity employees, committee members, board members and their relatives (spouse and children) are not eligible to participate.
- 2.1.7 The Procuring Entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Procuring Entity address indicated in the Appendix "ITC". The Procuring Entity will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2.2 At any time before the submission of proposals, The Procuring Entity may for any reason, whether at its own initiative or in response to a clarification requested by an invited consultant(s), amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Procuring Entity may at its discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

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

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

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

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

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment, the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Procuring Entity.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last three (3) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) Any additional information requested in Appendix "A".

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section V). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "A" specifies otherwise.

- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal Submission Form.
- 2.4.5 The Proposal must remain valid for 90 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Procuring Entity will make its best effort to complete negotiations within this period.

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

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

2.6 Proposal Evaluation General

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

2.7 Evaluation of Technical Proposal

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

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

Total Points	<u>100</u>
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Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix "ITC".

Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference, meet the mandatory requirements or if it fails to achieve the minimum technical score indicated in the Appendix "ITC". The consultant may be asked as part of their evaluation to demonstrate their proposal or arrange a visit to an institution where similar services have been provided. This will be at the discretion of the procuring entity. A tenderer must score a minimum of 75% to qualify.

2.8 Public Opening and Evaluation of Financial Proposal

- 2.8.1 After Technical Proposal evaluation, the procuring shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The procuring shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.
- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The procuring entity shall prepare minutes of the public opening.
- 2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 The formulae for determining the Financial Score (S_f) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-
 $S_f = 100 \times F_m / F$ where S_f is the financial score; F_m is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T =the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Appendix. The combined technical and financial score, S , is calculated as follows: - $S = S_t \times T \% + S_f \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 2.8.5 The tender evaluation committee shall evaluate the tender within twenty one (21) days from the date of opening the tender.
- 2.8.6 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.7 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price

2.8.8 Price variation requests shall be processed by the procuring within 30 days of receiving the request.

2.9 Negotiations

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

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

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

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

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

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

2.10 Award of Contract

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

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

2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.10.6 To qualify for contract awards, the tenderer shall have the following:

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

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

2.12 Corrupt or fraudulent practices

2.12. The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Information to Consultants (ITC)

The following information for procurement of consultancy services and selection of consultants shall complement or amend the provisions of the information to consultants, wherever there is a conflict between the provisions of the information to consultants and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to consultants.

Clause Reference	Particulars of appendix to Instructions to Tenderers
2.1.1	The name of the Client is: Central Bank of Kenya; and will select firms in a multiple award approach for framework contracts. The method of selection is: Quality and Cost Based selection
2.1.2	The consultants are required to submit a Technical Proposal and a Financial Proposal in different envelopes and sealed in one envelope. The name, objectives, and description of the assignment are: Name of the proposal is: Request for Proposal for provision of recruitment and selection consultancy services to the CBK.
2.1.3	A Pre-proposal conference will be held on Monday 1st February 2021 at 11:00am in the GSD conference room on 5th floor CBK building and the bidders are expected to attend. The name(s), address (es) and telephone numbers of the Client's official(s) are: Director, GSD, Central Bank of Kenya, P. O. Box 60000 - 00200, Nairobi Kenya, Haile Selassie Avenue, Telephone 2860000 email; communications@centralbank.go.ke
2.1.6	The CBK employees, committee members, board members and their relatives (spouse and children) are not eligible to participate. Further former employees, committee members and board members who have left the CBK within the last one year are not eligible to participate in this request for proposal.
2.2.1	Consultants may request a clarification of any of the RFP documents only up to four [4] days before the submission date.
2.3.3	i) The minimum required experience of proposed professional staff is two (2) Years (ii). Training will not be specific component of this assignment.

Clause Reference	Particulars of appendix to Instructions to Tenderers
2.4.1	In addition to the provisions of this clause, the bidder shall submit the Financial Proposal as Percentage of the position's salary approach.
2.4.5	Quotation of fees for each and every step of the Recruitment process
2.5.2	The Proposal must remain valid for 120 days after the submission date.
2.5.3	Consultants must submit an original and one (1) additional copy of each proposal.
2.5.4	The proposal submission address is: Central Bank of Kenya, P. O. Box 60000- 00200, Nairobi, Kenya, Haile Selassie Avenue, and telephone 2860000 Information on the outer envelope should also include the same address and Request for Proposal Number.
2.6.1	Proposals must be submitted no later than Thursday 11th February, 2021 , at 10.30 A.M.
2.10	The name(s), address (es) and telephone numbers of the Client's official(s) are: Director, GSD, Central Bank of Kenya, P. O. Box 60000 - 00200, Nairobi Kenya, Haile Selassie Avenue, Telephone 2860000 email; communications@centralbank.go.ke
	The RFP will result to multiple awards of consultants meeting the technical and financial requirements to be engaged on as and when required basis for a period of two years.

2.7.1 EVALUATION CRITERIA TO BE USE TO EVALUATE THE PROPOSALS

The received RFP will be evaluated in four stages as detailed below:

1. Stage 1: Compliance with Mandatory Requirements;
2. Stage 2: Compliance with Technical Requirements (TORs);
3. Stage 3: The Financial Evaluation;
4. Stage 4: Making Recommendations;

Stage 1: Compliance with the Mandatory Requirements (MR)

The first stage of the evaluation will involve determination of responsiveness to the mandatory requirements of the Request to proposals that will include:

No	REQUIREMENTS	COMPLIANCE
MR 1	Provision of documentary evidence of the company's certificate of incorporation or Business Registration certificate	
MR 2	Provision of a copy of the company's valid tax compliance certificate issued by	
MR 3	Provide Tender Security (Bid Bond) of Kshs. 50,000.00 (or Equivalent of USD OR Euro) in the form provided in the tender document	
MR 4	Submit a completed company's profile using the Confidential Business Questionnaire provided in this document.	

The second stage will involve technical evaluation of ONLY the bids that meet ALL the Mandatory Requirements in stage one.

Stage 2: Compliance with the Technical Requirements

Proposals meeting all the mandatory requirements in stage one will be subjected to technical evaluation based on the criteria given below:

Criteria	Description	Weight Factor (Total: 100 %)	Marks awarded
Specific Experience of the Consultant (Firm) related to the Assignment	- Over 10 years' relevant experience in Recruitment and selection with an emphasis in executive search & selection- 10 Marks - Below 10 years – 0 Marks - At least ten (10) number related assignments undertaken in the last 3 years (list the assignments, respective clients and dates). Attach Evidence; agreements/contracts, LOE, LPOs etc. (Each relevant assignment - 3 Marks)	10 30	
Specific Experience and Academic qualification of Key technical personnel in the assignment (Attach CVs and Academic & Professional certificates) - Consultant's Team Leader - Experience - Consultant's Team Leader – Academic qualification	- Over 10 years' experience in Recruitment & Selection related assignments – 10 Marks - Below ten years – 0 Marks - Over 5 years Work experience in executive search and selection – 5 Marks - Below 5 years – 0 Marks - Relevant Certifications in HR – 5 Marks - Relevant First Degree and above – 5 Marks - Below first degree – 0 Marks	10 5 10	
Globally accredited Assessment Tools	Demonstration of possession of globally accredited and/or certified assessment tool for administering selection tests (provide evidence of accreditation)	5	
Methodology Adequacy of the proposed work plan and methodology in responding to the terms of reference	Approach to the consultancy - Adequacy of the work plan – 20 Marks - Composition, qualifications and experience of the preliminary interview panel(s) – 5 Marks - Turn-around time – 5 Marks	30	
Total Score		100	

Note:

Only bidders scoring seventy-five percent (75%) and above in the technical evaluation will have their financial bids opened for financial evaluation.

Stage 3: Financial Evaluation

Bidders scoring 75% and above in the technical evaluation will be subjected to financial evaluation. The bidders offering the highest combined scores will be ranked and the **FIRST THREE** will be considered for a multiple award. Bidders are required to provide indicative reimbursable expenses that may be applicable in their proposal.

2.8.5 The tender evaluation committee shall evaluate the tender within **twenty-one (21) days** from the date of opening the bids.

2.10.2 The assignment is expected to commence after the signing of the contract and is expected to run within one year as when required.

SECTION III: - TERMS OF REFERENCE

3.1 BACKGROUND

The Central Bank of Kenya is responsible for formulating monetary policy to achieve and maintain price stability. The Central Bank also promotes financial stability; an effective and efficient payment, clearing and settlement system; formulates and implements foreign exchange policies; holds and manages foreign exchange reserves; issuing of currency; and is the banker for, adviser to and fiscal agent of the Government.

CBK recognizes the need to recruit self-driven, result oriented individuals who will play a critical role in supporting the Bank in the achievement of its objectives.

3.2 Scope of work

CBK is seeking the services of recruitment firms to undertake recruitment and staff selection processes for the Bank, as may be required from time to time. The Recruitment Consultants will be expected to demonstrate a good understanding of the strategic roles for the various recruitment positions identified by CBK and undertake actions, as will be determined by CBK, including any **One or All** of the following:

1. Undertake recruitment and staff processes for CBK as may be required from time to time.
2. Identify the critical job competencies and role specifications for roles to be resourced as derived from the existing role profiles provided by CBK;
3. Prepare suitable advertisements based on the approved role profiles to be placed in widely circulated print media or professional recruitment social platforms upon approval from CBK;
4. Complement the advertisements with database search and other sourcing methodologies e.g. head hunting (as required);
5. Submit to CBK the initial list of participants for consideration and sign-off;

6. Screen and shortlist applicants based on the agreed selection criteria.
7. Review the list of candidates short-listed with CBK and gain approval for commencement of the interview process;
8. Adopt appropriate interview methodology(ies) and prepare interviewing tools and materials (including evaluation criteria, structured questions and points for examination, tests/assessment centres) tailored to the vacant;
9. Conduct competency-based interviews for the agreed shortlisted candidates based on the agreed criteria as stated in the vacancy announcement;
10. Provide psychometric assessment services as required by the Bank or as requested by the Bank;
11. Prepare and present to the Bank a report on the initial interviews and psychometric tests. This should give a complete listing of all candidate assessed and the results including a complete listing of all candidates who are not eligible for assessment and information to support eligibility;
12. Offer advisory support services to the CBK Interview Panel which will include but not limited to: all the necessary requisite arrangements and plans for the interview; contacting candidates, preparation of interview schedules, preparation of competency based interviews, interview questions and score sheets, preparation of folders to be used by the interview panel members, taking minutes during the interviews, including recording points awarded; recording interview outcomes and preparation and submission of the comprehensive final report to CBK;
13. Conduct independent reference and background checks for the roles to be resourced and as requested CBK
14. Communicate by letter or email to unsuccessful candidates after completion of the recruitment; and,
15. Provide any other services incidental to the recruitment and selection process.

3.3 QUALIFICATIONS OF THE CONSULTANTS

The recruitment consultants should have extensive experience of not less than ten (10) years in executive search and selection assignments, with the ability to attract and conduct multiple recruitments at the same time maintaining the highest professional and qualitative standards. Should have proven track records in placement especially for senior management teams. The recruitment consultants shall provide a list of similar assignments carried within the last three years and indicate the percentage level, supported by a list, of successful placements.

In addition, the Consultants shall ensure that a fully dedicated team possessing the necessary qualifications handles assignments to completion. In this regard, the Bank expects the Consultants to provide a full list of all the professionals to be involved in the assignment and their detailed CVs clearly showing their expertise and role in the assignments. The Consultant's team lead should have excellent technical skills and knowledge with not less than five (5) years' work experience in executive search and selection.

3.4 PHYSICAL FACILITIES/TESTING CENTRES

The Consultants should demonstrate possession of globally accredited and/or certified capability/assessments tools. With regard to the physical and testing facilities, the Bank will conduct visits of the facilities to ascertain that they meet the high standards expected in terms of suitability and quality.

3.5 PRELIMINARY INTERVIEWS PANEL

The Consultants will be expected to provide CBK with details i.e. qualifications; experience; area of specialization of actual team members to be involved in interviewing the candidates and minimum number of members of an interview panel.

3.6 TURN-AROUND TIME

CBK expects the recruitment process for each position to take the shortest time possible. The consultants will therefore be expected to specify the duration the exercise will take, from placement of the advertisement to submission of final comprehensive reports.

3.7 PROCESS AUDIT

The Consultants will commit themselves to allowing CBK an opportunity to audit and assess the process if CBK desires to do so.

3.8 TIMELINES

The assignment will be carried out within a period of two years on as and when required basis.

3.9 CONDUCT OF THE WORK

In undertaking this work, the service provider will report to the Director, Human Resource. The Director, human resource as the client will only accept the work once satisfied with the quality of the output.

3.10 TERMS OF PAYMENT

Payment will be based on **Percentage (%)** of salary of each **successful position filled**. In case of an unsuccessful process for a post, only cost incurred may be reimbursed.

3.11. The Bank will not provide any facilities. Interested consultants will be required to factor in all costs related to the assignment in their quotations (Refer to clause 2.4 of the instruction to consultants).

SECTION IV - TECHNICAL PROPOSAL

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4.1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

To: Director, DEST

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services **Request for Proposal for provision of recruitment and selection consultancy services to Central Bank of Kenya** in accordance with your Request for Proposal dated _____ and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

_____ [Name of Firm]

_____ [Address:]

4.2. FIRM'S REFERENCES

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

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Assignment Name:		Country
Location within Country:		Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:		Clients contact person for the assignment.
Address:		No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (Kshs)
Name of Associated Consultants. If any:		No of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of project:		
Description of Actual Services Provided by Your Staff:		

Firm's Name: _____

Name and title of signatory; _____

**4.3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS
OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE
PROVIDED BY THE CENTRAL BANK OF KENYA.**

On the Terms of Reference:

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

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

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

4.4 DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

4.5 TEAM COMPOSITION AND TASK ASSIGNMENT

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

4.6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned:

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

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

_____ Date:

[Signature of staff member]

_____ Date; _____

[Signature of authorised representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

4.7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of months

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

4.8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

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

	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th	
Activity (Work)													

(b) Completion and Submission of Reports

Reports	Date
1. Inception Report	
4. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

SECTION V: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

- 1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by CBK.
- 2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall F the tax liability and cost of insurances specified in the request for proposal. Where another currency other than Kenya shillings is used, the applicable rate for conversion will be the **CBK mean rate for the date of tender opening**.
- 3 The financial proposal should be prepared using the Standard forms provided in this part

NB: Please include rates for psychometric tests, reference and background checks on Bank Officers or other candidates under direct recruitment by the Bank.

SECTION V - FINANCIAL PROPOSAL STANDARD FORMS

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- 5.1 Financial proposal submission Form
- 5.2 Summary of costs
- 5.3 Breakdown of price/per activity
- 5.4 Breakdown of remuneration per activity
- 5.5 Reimbursable per activity
- 5.6 Miscellaneous expenses

5. 1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: Director,
Department of Procurement and Logistics Services
Central Bank of Kenya
P.O. Box 60000 - 00200
Nairobi, Kenya

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services **Request for Proposal for provision of recruitment and selection consultancy services to Central Bank of Kenya** in accordance with your Request for Proposal datedand our Proposal. Our attached Financial Proposal is for the sum of Kenya shillings

_____ [Amount in words and figures] inclusive of the taxes.

We remain,

Yours sincerely,

_____ [Authorized Signature]

:

_____ [Name and Title of Signatory]:

_____ [Name of Firm]

_____ [Address]

5.2. SUMMARY OF COSTS

Costs	Taxes	Total Amount(s)
Costs will be based on PERCENTAGE % of position – broken down as price per activity		

5.3. BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description: _____
Price Component	Amount(s)
Remuneration	
Reimbursable	
Miscellaneous Expenses	
Subtotal	_____

5.4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____			Name: _____	
Names	Position	Input (Staff months, days or hours as appropriate.)	Remuneration Rate	Amount
Regular staff				
(i)				
(ii)				
Consultants				
Grand Total				_____

5.5. REIMBURSABLES PER ACTIVITY

Activity No: _____ Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			
6.	Advertisement	Item			_____

5.6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name:

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software				
	Grand Total				

SECTION VI: SAMPLE CONTRACT FOR CONSULTING SERVICES -SMALL ASSIGNMENTS -LUMP-SUM PAYMENTS

CONTRACT FORM

This Agreement, [hereinafter called "the Contract"] is entered into this _____/ by and between Central Bank of Kenya whose registered office is situated at CBK Head office, Haile Selassie Avenue (hereinafter called "the Client") of the one part AND

_____ of [or whose registered office is situated at]_____ hereinafter called "the Consultant") of the other part.

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

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

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

(iii).The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, "Consultant's Reporting Obligations."
- 2. Term** The Consultant shall perform the Services during the period commencing on_____ and continuing through to_____, or any other period(s) as may be subsequently agreed by the parties in writing.
- 3. Payment** A. Ceiling
For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed_____. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

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

Kshs.....upon the Client's receipt of a copy of this Contract signed by the Consultant;

Kshs..... upon the Client's receipt of the draft report, acceptable to the Client; and

Kshs.....upon the Client's receipt of the final report, acceptable to the Client.

Kshs_____ Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty [30] days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 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 _____ as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for payment.

B. Reports.

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

5. **Performance Standards**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.

The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

- 6. Confidentiality** The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 7. Ownership of Material** Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
- 8. Consultant Not to be Engaged in certain Activities** The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.
- 12. Dispute Resolution** Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

FOR THE CLIENT

Full name; _____

Title: _____

Signature; _____

Date; _____

FOR THE CONSULTANT

Full name; _____

Title: _____

Signature; _____

Date; _____

TENDER SECURITY FORM

Whereas [*name of Bidder*] (hereinafter called <the tenderer> has submitted its bid dated [*date of submission of bid*] for **Provision of Recruitment and Selection Consultancy Services to Central Bank of Kenya** (hereinafter called <the tender>)

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of procuring entity*] (hereinafter called <the procuring entity> in the sum of [*state the amount*] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the procuring entity during the period of tender validity
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

We undertake to pay to the procuring entity up to the above amount upon receipt of its first written demand, without the procuring entity having to substantiate its demand, provided that in its demand the procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above stated date.

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 General

Business Name
Location of Business Premises
Plot No,Street/Road.....
Postal addressTel No.Fax Email.....
Nature of Business
Registration Certificate No.
Maximum value of business which you can handle at any one time - Kshs.....
Name of your bankers.....
Branch

Part 2 (a) - Sole Proprietor

Your name in full.....Age.....
Nationality.....Country of Origin.....
Citizenship details
.....

Part 2 (b) - Partnership

Given details of partners as follows

Name	Nationality	Citizenship details	Shares
1.			
2.			
3.			
4.			

Part 2 (c) - Registered Company

Private or Public

State the nominal and issued capital of company

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

Name	Nationality	Citizenship details	Shares
1.			
2.			
3.			
4.			

Date.....Signature of Candidate.....

LETTER OF NOTIFICATION OF AWARD

Central Bank of Kenya
P.O. Box 60000 - 00200
Nairobi, Kenya

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above-mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender
No.....of20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: 1.

- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
..... day of20.....

SIGNED Board Secretary

DECLARATION FORM

To _____ Date _____

The tenderer i.e. (name and address) _____
_____ declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Title

Signature

Date

(To be signed by authorized representative and officially stamped)