

**REPUBLIC OF KENYA**



**KENYA MEDICAL PRACTITIONERS & DENTISTS BOARD**

**REQUEST FOR PROPASAL**

**PROVISION OF CONSULTANCY FOR SUPPLY, DELIVERY,  
INSTALLATION, IMPLEMENTATION, TESTING, TRAINING AND  
COMMISSIONING OF CALL CENTRE MANAGEMENT SYSTEM**

**TENDER NUMBER: KMPDB/22/2018 – 2019**

**CLOSING DATE: WEDNESDAY, 28<sup>TH</sup> NOVEMBER, 2018  
AT 11.00AM LOCAL TIME**

Kenya Medical Practitioners and Dentists Board,  
Woodlands Road, Off Lenana Road  
P.O. Box 44839-00100,  
Tel: 020-2728752 / 27 11478 / 2724994  
Mobile: +257 720771478 / +254 738 504 112  
Email: [info@kenyamedicalboard.org](mailto:info@kenyamedicalboard.org)  
Website: <http://www.medicalboard.co.ke>

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## INTRODUCTION

The Medical Practitioners and Dentists Board (MP&DB) herein referred to as the 'Board' is a statutory Body established under Cap 253 Laws of Kenya to Regulate the Practice of Medicine, Dentistry and Health Institutions in the country.

### **Mission**

To ensure the provision of quality and ethical healthcare through appropriate regulation of training, licensing, inspection and professional practice

### **Vision**

To be an efficient, effective and accessible world class health regulatory body.

## SECTION I

## LETTER OF INVITATION

**TO: ALL PROSPECTIVE BIDDERS**

Date: 13<sup>th</sup> November, 2018

Dear Sir/Madam,

**RE: SUPPLY, DELIVERY, INSTALLATION, IMPLEMENTATION, TESTING, TRAINING AND COMMISSIONING OF CALL CENTRE MANAGEMENT SYSTEM**

- 1.1 The Medical Practitioners & Dentists Board invites proposals for the following consultancy services: Supply, Delivery, Installation, Implementation, Testing, Training and Commissioning of Call Centre Management System.
- 1.2 The request for proposals (RFP) includes the following documents:
- Section I - Letter of Invitation
  - Section II - Information to Consultants  
Appendix to Consultants Information
  - Section III - Terms of Reference
  - Section IV - Technical Proposals
  - Section V - Financial Proposal
  - Section VI - Standard Contract Form
- 1.3 Upon receipt, please inform us
- (a) That you have received the letter of invitation
  - (b) Whether or not you will submit a proposal for the assignment
- 1.4 Bidders who choose to download the tender documents should immediately email their name and contact details (cell phone number, email, and company name) to: [procurement@kenyamedicalboard.org](mailto:procurement@kenyamedicalboard.org) for records and communication of any tender clarifications and addenda

Yours sincerely

Chief Executive Officer  
**Medical Practitioners & Dentists Board**

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## SECTION II: - INFORMATION TO CONSULTANTS (ITC)

### 2.1 Introduction

- 2.1.1 The Client named the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

## **2.2 Clarification and Amendment of RFP Documents**

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "TTC". The Client 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 Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

## **2.3 Preparation of Technical Proposal**

- 2.3.1 The Consultants proposal shall be written in English language
- 2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
  - (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
  - (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
  - (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
  - (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

2.3.5 The Technical Proposal shall not include any financial information.

## 2.4 Preparation of Financial Proposal

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

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

- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- 2.4.5 The Proposal must remain valid for 60 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

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

- 2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no 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 "TTC" 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 "TTC". Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

## 2.6 **Proposal Evaluation General**

- 2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix "TTC". Any effort by the firm to influence the

Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.

2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

## 2.7 Evaluation of Technical Proposal

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

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

**Total Points 100**

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

## 2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

- 2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix “TTC”, be as follows:-

$$Sf = 100 \times \frac{Fm}{F}$$

*Where Sf is the financial score;  
Fm is the lowest priced financial proposal and  
F is the price of the proposal under consideration.*

Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (*T*=the weight given to the Technical Proposal; *P* = the weight given to the Financial Proposal; *T* + *p* = 1) indicated in the Appendix. The combined technical and financial score, *S*, is calculated as follows:-  $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

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

## **2.9 Negotiations**

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

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

## **2.10 Award of Contract**

- 2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.
- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “A”.
- 2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

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

## **2.11 Confidentiality**

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

## **2.12 Corrupt or fraudulent practices**

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

## **Appendix to information to consultants**

### **Note on the Appendix to Information to Consultants**

1. The Appendix to information to consultant is intended to assist the procuring entity in providing specific information in relation to corresponding claims in the information to consultants included in Section II and the appendix has to be prepared for each specific consultancy.
2. The Procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the assignment of the consultancy and the proposals evaluation criteria that will apply to the RFP Consultancy.
3. In preparing the appendix the following aspects should be taken into consideration.
  - (a) The information that specifies or complements provisions of Section II to be incorporated.
  - (b) Amendments of Section II as necessitated by the circumstances of the specific consultancy to be also incorporated
  - (c) Section II should remain unchanged and any changes or amendments should be introduced through the appendix.

### **Appendix to Information to Consultants**

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

## Clause Reference

2.1 The name of the Client is: **Medical Practitioners & Dentists Board**

2.1.1 The method of selection is: **Request for Proposal**

2.1.2 Technical and Financial Proposals are requested: **Yes**

The name, objectives, and description of the assignment are:

**The objective of this assignment will be** Supply, Delivery, Installation, Implementation, Testing, Training and Commissioning of Call Centre Management System

2.1.3 A pre-proposal conference will: **Not be required**

The name, address and telephone numbers of the Client are:

**Kenya Medical Practitioners & Dentists Board  
Woodlands Road, off Lenana Road  
P.O. Box 44839 – 00100, Nairobi Kenya  
Mobile: 0720 771 478 / 0738 504 112  
Tel: 020 2728752 / 020 2411478 / 020 272 4994**

2.1.4 The Client will provide the following inputs: **Working Space**

2.1.5 The estimated number of professional staff months required for the assignment is **five (5)**.

The minimum required experience of proposed professional staff is **five (5)** years for the lead consultant and **two (2)** for other professionals in the specific field.

2.1.6 Training is a specific component of this assignment: **Yes**

Additional information in the Technical Proposal includes:

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2.1.7 The tender document will be **Free of Charge**

2.5.2 Consultants must submit an original and **one (1)** additional copy of each proposal.

2.5.3 The proposal submission address is: **Tender Box at KMPDB Complex, Ground Floor Reception Area** or be addressed to:

**Kenya Medical Practitioners & Dentists Board  
Woodlands Road, off Lenana Road  
P.O. Box 44839 – 00100, Nairobi Kenya**

Information on the outer envelope should also include: **The Tender Name & Number**

2.5.4 Proposals must be submitted no later than the following date and time:

**11 am, 28<sup>th</sup> November, 2018**

2.6.1 The address to send information to the Client is:  
**Kenya Medical Practitioners & Dentists Board**  
**Woodlands Road, off Lenana Road**  
**P.O. Box 44839 – 00100, Nairobi Kenya**

2.6.3 The minimum technical score required to pass is **80 Points**

2.7.1 Alternative formulae for determining the financial scores is the following:

The weights given to the Technical and Financial Proposals are:

T= 80

P= 20

2.9.2 The assignment is expected to commence upon Contract Signing

## EVALUATION CRITERIA

Evaluation of the tenders will be carried out through the following stages:

AREA	SUB-AREA	RATING/SCORES
Preliminary Evaluation	Compliance Evaluation	Elimination
Technical Evaluation (80%)	Technical Proposal	80
Financial Evaluation (20%)	Financial Proposal	20
<b>Total</b>		<b>100</b>

### 2.6 Stage One – Preliminary (Mandatory) Evaluation

At this stage, the bidder is required to provide the following:

No.	Requirements	Bidder's Response
MR 1	Provide documentary evidence of the company's Certificate of Incorporation (Legal structure)	
MR 2	Provide copy of the company's current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA)	
MR 3	Provide copy of the company's KRA PIN Certificate	
MR 4	Submit a completed company's profile	
MR 5	A Copy of the Current Trade License/Business Permit from respective county government	
MR 6	<b>Two Letters of Recommendation</b> from current clients/organizations where the company is providing or has provided similar services before.	

MR 7	Provide copies of audited accounts for the company for the last two (2) financial years.  (i.e. 2015-16, 2016-2017)	
MR 8	Copies of Bank Statements for the past two (2) years	
MR 9	Tender security of <b>Kenya shillings Fifty thousand in the form of Bank Guarantee from a reputable bank</b> or signed tender security declaration form in case of AGPO	
MR 10	The Bidder should submit valid Manufacturer Authorization letters from the proposed OEM's/manufacturer confirming and Authorizing the bidder to submit a bid where applicable	
MR 11	Must Fill the Price Schedule in the Format provided	
MR 12	Must submit a dully-filled up Confidential Business Questionnaire and stamped and signed form of tender in format provided and should be signed by the authorized person.	

### 2.7 Stage 2 – Technical Evaluation (Capacity to deliver the Service)

The evaluation shall be carried out as per section 2.7.1 of the ITC. The pass mark in this stage is 80 points. The technical evaluation shall be based on the criteria as indicated below:

Evaluation Attribute	Weighting Score	Score
TECHNICAL SPECS The solution will be evaluated on meeting the detailed technical requirements (compliance) as outlined below	Full compliance = 45% As per technical specification	45
TECHNICAL STAFF At least 5 Technical staff with specific qualifications and experience to support the solution	0-2 :No marks 2- 3 :5 marks 4- or more :8 marks	8
PAST PERFORMANCE Previous handling of 5 similar projects – Provide a list of major customers where the product has been implemented successfully. (Provide contact details and company/organization, LPO/award letter, project details and cost etc).	2 marks each for a maximum of 5	10
Project implementation plans (execution plan, training plan, test plan, support plan migration plan, etc.)		8
<b>Bidders must attain the mark of 65 points to proceed to the next section of demonstration/POC .</b>		
EVALUATION OF DEMONSTRATION/POC		19
Bidders must attain the pass mark of 80% of the total score in order to proceed to the due-diligence section.		

<p><b>DUE-DILIGENCE</b></p> <p>The Board prior to the award of the tender, shall conduct due diligence to confirm and verify the qualifications of the bidder .At the due diligence stage, the bidder shall be evaluated on a pass/fail and scoring basis to ascertain the information provided at the technical capacity stage.</p> <p>The Board will conduct due diligence on any of the references provided by the bidder in this tender documents to confirm information provided. In addition, the Board may seek information about the bidder from any other source whether or not the individuals or organizations contacted have been referenced by the bidder.</p>	<p>YES/NO Basis</p>	<p>YES</p>
<p><b>The Board may disqualify bids based on the outcome of the Due Diligence and Proof of Concept.</b></p>		

A tender shall be rejected at this stage if it fails to achieve the minimum points.

## 2.8 STAGE 3: THE FINANCIAL EVALUATION (20%)

The financial proposal will be awarded 20 points. Each proposal will be awarded proportionate points as per the following formula

$$\frac{\text{Lowest cost} \times X}{\text{Proposal cost}}$$

Where X is the financial score attained by bidder as per criteria below:

### THE FINANCIAL EVALUATION (20%)

Evaluation Attribute	Weighting Score	Score
<p>FINANCIAL STABILITY (LIQUIDITY)</p> <p>a) Profitability Margin</p> <p>b) Liquidity Ratio</p> <p>Must attach company audited accounts for the last two consecutive years</p>	<p>A margin above 20% will score 5 marks; 10-19 % 4 marks 5- 9% marks 2.5 marks and 1-4% 1.0 mark</p> <p>2:1 – 5 marks; 1:1 – 4 marks;0.5:1- 3 marks less than 0.5 no mark</p>	<p>5 marks</p> <p>5 marks</p>
<p>The cost of the solution</p>	<p>Itemized Prices</p>	<p>10 marks</p>

#### Stage 4 – Overall Ranking

The consultants proposals will be ranked according to their combined technical score (ts) and financial score (fs) using the weights as follows:- )

Technical scores weight (T) =80% )

Financial score weight (P) =20%

$$\underline{\mathbf{S=TS+FS}}$$

Where:

**S** is the total combined scores of technical and financial scores.

**TS** is the technical scores.

**FS** is the financial scores.

**T** is the weight given to the technical proposal and

**P** is the weight given to the financial technical proposal

The bidder with the highest overall score from the above formula shall be considered the winner.

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

- 3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.
- 3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

## **SECTION III - TECHNICAL PROPOSAL**

### **Table of Contents**

#### **Technical proposal submission form**

1. Firms references
2. Comments and suggestions of consultants on the terms of reference and on data, services and facilities to be provided by the procuring entity
3. Description of the methodology and work plan for performing the assignment
4. Team composition and Task assignments
5. Format of curriculum vitae (CV) for proposed Professional staff
6. Time schedule for professional personnel
7. Activity (work schedule)

**1. TECHNICAL PROPOSAL SUBMISSION FORM**

[\_\_\_\_\_ *Date*]

To: \_\_\_\_\_ [*Name and address of Client*]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for \_\_\_\_\_  
\_\_\_\_\_ [*Title of consulting services*] in accordance with your Request for  
Proposal dated \_\_\_\_\_ [*Date*] and our Proposal. We are hereby submitting our  
Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a separate  
envelope-*where applicable*].

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

We remain,

Yours sincerely,

\_\_\_\_\_ [*Authorized Signature*]:

\_\_\_\_\_ [*Name and Title of Signatory*]

:

\_\_\_\_\_ [*Name of Firm*]

:

\_\_\_\_\_ [*Address:*]

## 2. FIRM'S REFERENCES

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

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

Assignment Name:		Country
Location within Country:		Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:		Clients contact person for the assignment.
Address:		No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	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; \_\_\_\_\_

*(May be amended as necessary)*

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

---

On the Terms of Reference:

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

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

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

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

---

## 5. TEAM COMPOSITION AND TASK ASSIGNMENTS

### 1. Technical/Managerial Staff

Name	Position	Task

### 2. Support Staff

Name	Position	Task

**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: \_\_\_\_\_

**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: \_\_\_\_\_

**8. ACTIVITY (WORK) SCHEDULE**

**(a). Field Investigation and Study Items**

*[1<sup>st</sup>, 2<sup>nd</sup>, etc, are months from the start of assignment)*

	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>	10 <sup>th</sup>	11 <sup>th</sup>	12 <sup>th</sup>	
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	

## Notes on preparation of Financial Proposal

- 4.1 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 the procuring entity.
- 4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part

**Table of Contents**

1. Financial proposal submission Form
2. Summary of costs
3. Breakdown of price/per activity
4. Breakdown of remuneration per activity
5. Reimbursables per activity
6. Miscellaneous expenses

**1. FINANCIAL PROPOSAL SUBMISSION FORM**

\_\_\_\_\_ [Date]

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*[Name and address of Client]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (\_\_\_\_\_) *[Title of consulting services]* in accordance with your Request for Proposal dated (\_\_\_\_\_) *[Date]* and our Proposal. Our attached Financial Proposal is for the sum of (\_\_\_\_\_) *[Amount in words and figures]* inclusive of the taxes.

We remain,

Yours sincerely,

\_\_\_\_\_ *[Authorized Signature]*

\_\_\_\_\_ *[Name and Title of Signatory]:*

\_\_\_\_\_ *[Name of Firm]*

\_\_\_\_\_ *[Address]*

## 2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal:		
Taxes:		
Total Amount of Financial Proposal:		<hr/>

### 3. BREAKDOWN OF PRICE PER ACTIVITY

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

**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. 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			
	Grand Total				_____

## 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 V      TERMS OF REFERENCE

- 5.1 Terms of Reference are the initial statement to the consultant of the services to be performed and should therefore be clear and precise and should contain the following sections:
- (a) Background,
  - (b) Objectives of the assignment,
  - (c) Scope of the Services,
  - (d) Training (where appropriate),
  - (e) Reports and Time Schedule,
  - (f) Data Services, Personnel and Facilities to be provided by the Client, and
  - (g) Terms of Payment.
- 5.2 This Section should be prepared very carefully by the procuring entity to ensure that the consultancy assignment is well understood by the consultants.

- a. ANNEX I – LARGE ASSIGNMENTS (LUMP-SUM PAYMENTS)
  
- b. ANNEX II – LARGE AND SMALL ASSIGNMENTS (TIME -BASED PAYMENTS)
  
- c. ANNEX III – SMALL ASSIGNMENTS (LUMP-SUM PAYMENTS)

**NOTES**

- 1. LARGE ASSIGNMENT \_\_\_\_\_ Exceeding Ksh 5,000,000
- 2. SMALL ASSIGNMENT \_\_\_\_\_ Not exceeding Ksh. 5,000,000
- 3. TIME BASED PAYMENT \_\_\_\_ Time based fixed fee Exact duration of contract not fixed
- 4. LUMP-SUM PAYMENT \_\_\_\_\_ Stated fixed contract

**SAMPLE CONTRACT FOR CONSULTING SERVICES  
SMALL ASSIGNMENTS  
TIME-BASED PAYMENTS**

**CONTRACT**

This Agreement [hereinafter called “the Contract”) is entered into this \_\_\_\_\_ [Insert starting date of assignment], by and between \_\_\_\_\_ [Insert Client’s name] of [or whose registered office is situated at] \_\_\_\_\_ [insert Client’s address](hereinafter called “the Client”) of the one part AND

\_\_\_\_\_ [Insert Consultant’s name] of [or whose registered office is situated at] \_\_\_\_\_ [insert Consultant’s address](hereinafter called “the Consultant”) of the other part.

WHEREAS, the Client wishes to have the Consultant perform the Services [hereinafter referred to as “the Services”, and

WHEREAS, the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Consultant shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract.
  - (ii) The Consultant shall provide the reports listed in Appendix B, “Consultant’s Reporting Obligations,” within the time periods listed in such Appendix and the personnel listed in Appendix C, “Cost Estimate of Services, List of Personnel and Schedule of Rates” to perform the Services.

**2. Term** The Consultant shall perform the Services during the period commencing \_\_\_\_\_ [Insert start date] and continuing through to \_\_\_\_\_ [Insert completion date] or any other period(s) as may be subsequently agreed by the parties in writing.

**3. Payment** A. Ceiling

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed a ceiling of \_\_\_\_\_ [Insert ceiling amount]. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as

(i)

well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph (B) below and of the reimbursable expenditures as defined in sub-paragraph (C) below.

B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per man/month spent (or per day spent or per hour spent, subject to a maximum of eight hours per day) in accordance with the rates agreed and specified in Appendix C, "Cost Estimate of Services, List of Personnel and Schedule of Rates".

C. Reimbursables

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

- (i) normal and customary expenditures for official road and air travel, accommodation, printing and telephone charges; air travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client's coordinator;
- (ii) such other expenses as approved in advance by the Client's coordinator.

D. Payment Conditions.

Payment shall be made in Kenya shillings unless otherwise specified not later than thirty {30} days following submission of invoices in duplicate to the Coordinator designated in Clause 4 herebelow. If the Client has delayed payments beyond thirty (30) days after the date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

**4. Project Administration**

A. Coordinator

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

**(ii)**

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

B. Timesheets.

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

providing services under this Contract may be required to complete timesheets or any other document used to identify time spent as well as expenses incurred, as instructed by the Project Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services which will clearly identify all charges and expenses. The Client reserves the right to audit or to nominate a reputable accounting firm to audit the Consultant's records relating to amounts claimed under this Contract during its term and any extension and for a period of three months thereafter.

**5. Performance Standard**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

**6. Confidentiality**

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

**7. Ownership of Material**

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

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

The Consultant agrees that during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

**9. Insurance**

The Consultant will be responsible for taking out any appropriate insurance coverage.

(iii)

**10. Assignment**

The Consultant shall not assign this Contract or Subcontract any portion thereof without the Client's prior written consent.

**11. Law Governing Contract and**

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

## Language

### 12. Dispute Resolution

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

#### FOR THE CLIENT

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

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

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

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

#### FOR THE CONSULTANT

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

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

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

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

## **LIST OF APPENDICES**

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's Reporting Obligation

Appendix C: Cost Estimate of Services, List of Personnel and Schedule of Rates

## APPENDIX C

Cost Estimate of Services, List of Personnel and Schedule of Rates.

(1) Remuneration of Staff

	Name	Rate (per month/day/hour in currency)	Time spent(number of month/day/ hour)	Total (currency)
(a)	Team Leader			
(b)				
(c)				
				Sub-Total (1)

(2) Reimbursables

	Rate	Days	Total
(a)	Air Travel		
(b)	Road Transportation		
(c)	Per Diem		
			Sub-Total (2)

TOTAL COST \_\_\_\_\_

Physical Contingency \_\_\_\_\_

CONTRACT CEILING \_\_\_\_\_

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2( c) Which ever applies to your type of business

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

### Part (a) - General:

Business Name .....

Location of business premises .....

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

Postal Address ..... Tel. No. .... / .....

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.....

### Party 2(b) – Partnership

Give 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 the company –

Nominal Kshs.. .....

Issued Kshs.....

Give details of all directors as follows

Name	Nationality	Citizenship Details	Shares %
1.			
2.			
3.			
4.			
5.			

**Date..... Signature of Tenderer .....**

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

*(FULL PARTICULARS)* \_\_\_\_\_

\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

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**

## TENDER-SECURING DECLARATION

[The Tenderer shall fill in this Form in accordance with the instructions indicated.]

Date: \_\_\_\_\_

Tender No.: \_\_\_\_\_

To: \_\_\_\_\_ [insert name of Procuring Entity]

We, the undersigned, declare that:

We understand that, according to your conditions, tenders must be supported by a Tenders-Securing Declaration.

We accept that we will automatically be suspended from being eligible for tendering in any contract with the Procuring Entity for the period of time as determined by the Authority if we are in breach of our obligation(s) under the tender conditions, because we:

- (a) have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- (b) does not accept the Procuring Entity's corrections of arithmetic errors in accordance with the Instructions to Tenderers; or
- (c) having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender 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 ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight (28) days after the expiration of our Tender validity period.

Signed: \_\_\_\_\_ [insert signature of person whose name and capacity are shown]

Name: \_\_\_\_\_ [insert complete name of person signing the Tender Securing Declaration]

In the capacity of \_\_\_\_\_ [insert legal capacity of person signing the Tender Securing Declaration]

Duly authorized to sign the Tender for and on behalf of: \_\_\_\_\_ [insert complete name of Tenderer]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

Corporate Seal (where appropriate)

[**Note:** In case of a Joint Venture, the Tender Securing Declaration must be in the name of all partners to the Joint Venture that submits the tender.]

## **APPENDIX A - TERMS OF REFERENCE**

### **Introduction**

The Kenya Medical Practitioners and Dentists Board (KMPDB) is a statutory authority established under Cap 253 Laws of Kenya to regulate the practice of medicine and dentistry in the country.