



NATIONAL CONSTRUCTION
AUTHORITY

**PROVISION OF CONSULTANCY SERVICES ON
CORRUPTION ERADICATION, ALCOHOL &
DRUGS ABUSE, HIV & AIDS SURVEY**

RFQ NO. NCA/T/033/2016-2017

MAY 2017

(CLOSING DATE: TUESDAY 6TH JUNE, 2017)

**MANAGER- HUMAN RESOURCE &
DEVELOPMENT
NATIONAL CONSTRUCTION
AUTHORITY
P.O BOX 21046-00100
NAIROBI**

**EXECUTIVE DIRECTOR
NATIONAL CONSTRUCTION AUTHORITY
P.O BOX 21046-00100
NAIROBI.**

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INTRODUCTION

1. This Standard Request for Proposals (SRFP) has been prepared for use by public entities in Kenya in the procurement of consultancy services and selection of consultants.
2. The SRFP includes Standard form of Contract for Large Assignments and small assignment which are for lump sum or time based payments.
3. A separate SRFP has been provided for selection of individual professional consultants.
4. The General Conditions of Contract should not be modified and instead the Special Conditions of Contract should be used to reflect the unique circumstances of the particular assignment. Similarly the information to consultants should only be clarified or amended through the Appendix to information to Consultants.
5. This SRFP document shall be used where a shortlist of consultancy firms already exist or has been obtained through a shortlist after an advertisement of Expression of Interest for Consultancy required.

SECTION I – INVITATION TO TENDER

Date: 22nd May, 2017

Tender Ref No: NCA/T/033/2016-2017

Tender Name: PROVISION OF CONSULTANCY SERVICES ON CORRUPTION ERADICATION, ALCOHOL & DRUGS ABUSE, HIV & AIDS SURVEY

- 1 The National Construction Authority (NCA) is a State Corporation established under the National Construction Authority Act, Cap 499A, with the responsibility to oversee the construction industry and coordinate its development.
- 2 The **Authority** invites sealed bids from eligible candidates prequalified with the Authority for provision of **Consultancy Services on Corruption Eradication, Alcohol & Drugs Abuse, HIV & Aids Survey**.
- 3 Eligible and interested Bidders may obtain further information and inspect the bidding documents at **Supply Chain Office** situated at the National Construction Authority Headquarters **on 9th floor KCB Plaza, Kenya Road, Upper Hill** between 8.00am and 5.00pm Kenyan Time, Monday to Friday except lunchtime between 1.00pm to 2.00pm and on public holidays.
- 4 A complete set of tender documents may be obtained by eligible Candidates from Supply Chain office 9th floor free of charge.
- 5 Prices quoted should be inclusive of all taxes and service delivery costs, must be expressed in Kenya shillings and will remain for a period of 120 days from the closing date of the tender.
- 6 Bids must be accompanied by a bid security of **Kshs.20,000 (Twenty Thousand Shillings)** from a reputable bank or Eligible Insurance Companies valid for 150 days from the date of tender opening. Firms registered under AGPO programme must fill the Tender Securing Declaration Form.
- 7 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at **Ninth floor, KCB Plaza** or be addressed to;

**The Executive Director,
National Construction Authority
KCB Plaza, 9th Floor,
Kenya Road, Upper hill
P O Box 21046 – 00100, NAIROBI, KENYA**

so as to be received on or before **Tuesday 6th June, 2017 at 11:00 am**

Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **NCA Boardroom on 9th Floor KCB Plaza Upper Hill**.

**Manager Supply Chain
FOR: EXECUTIVE DIRECTOR**

SECTION II – INFORMATION TO CONSULTANTS (ITC)

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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 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 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 "ITC". 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 interlineation 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 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 "ITC". 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

Points

- (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)
(0-10)

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 "ITC", be as follows:-
 $Sf = 100 \times Fm / F$ 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 = I) 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 “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 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

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				
1.1	<p>Name of the Client: Executive Director National Construction Authority (NCA) KCB Plaza, Kenya Road-Upper Hill P. O. Box 21046-00100 Nairobi.</p> <p>Method of selection: Quality-and Cost-Based Selection (QCBS)</p>			
1.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes A Technical Proposal only is requested: No</p> <p>The name, objectives and description of the assignment is: Provision of Consultancy Services on Corruption Eradication, Alcohol & Drugs Abuse, HIV & Aids Survey.</p> <p>The main objectives of the assignment are: The first survey is to determine the corruption perception index for NCA and to provide adequate recommendations and way forward on issues concerning corruption eradication. The second survey is to establish the level of knowledge on HIV/AIDS matters for staff working with NCA and to give adequate recommendations and way forward on issues of HIV/AIDS. The third survey is to establish the level of knowledge on drugs and substance abuse for staff working with NCA and to give adequate recommendations and way forward on issues of drugs and substance abuse</p>			
1.3	<p>A pre-proposal conference will be held: No The name(s), address(es), and telephone numbers of the Client's official(s) are:</p> <table border="1" data-bbox="347 1592 1401 1798"> <tr> <td data-bbox="347 1592 719 1798"> <p><i>Paul Kariuki</i> <i>P.O. Box 21046-00100</i> <i><u>NAIROBI</u></i> <i><u>Email:</u></i> <i><u>p.kariuki@nca.go.ke</u></i></p> </td> <td data-bbox="719 1592 791 1798" style="text-align: center;"> <p><i>or</i></p> </td> <td data-bbox="791 1592 1401 1798"> <p><i>Vincensia Apopa</i> <i>Manager, Supply Chain</i> <i>P.O. Box 21046-00100</i> <i><u>NAIROBI</u></i> <i><u>Email:</u></i> <u>v.apopa@nca.go.ke</u></p> </td> </tr> </table>	<p><i>Paul Kariuki</i> <i>P.O. Box 21046-00100</i> <i><u>NAIROBI</u></i> <i><u>Email:</u></i> <i><u>p.kariuki@nca.go.ke</u></i></p>	<p><i>or</i></p>	<p><i>Vincensia Apopa</i> <i>Manager, Supply Chain</i> <i>P.O. Box 21046-00100</i> <i><u>NAIROBI</u></i> <i><u>Email:</u></i> <u>v.apopa@nca.go.ke</u></p>
<p><i>Paul Kariuki</i> <i>P.O. Box 21046-00100</i> <i><u>NAIROBI</u></i> <i><u>Email:</u></i> <i><u>p.kariuki@nca.go.ke</u></i></p>	<p><i>or</i></p>	<p><i>Vincensia Apopa</i> <i>Manager, Supply Chain</i> <i>P.O. Box 21046-00100</i> <i><u>NAIROBI</u></i> <i><u>Email:</u></i> <u>v.apopa@nca.go.ke</u></p>		
1.4	<p>The Client will provide the following inputs and facilities subject to availability:</p> <p>(i) Local Logistic Support as Detailed in the TOR</p> <p>and shall arrange for available relevant documents to be viewed at the Head of supply chain office – NCA.</p>			

2.1	Clarifications may be requested 3 days before the submission date. The same to be referred to the officials as indicated in 1.3 above.
3.1	Proposals should be submitted in the English Language including any reports that are part of the assignment.
3.3	(i) The Tender Bid shall be on a fixed lump sum cost basis <u>the</u> duration required to complete the assignment is for two months . (ii) The minimum required experience in years of proposed professional staff and the points assigned to each is as shown in Section V
3.4	(i) Training is a specific component of this assignment: No (ii) Additional information in the Technical proposal includes: (see Terms of Reference (TOR))
3.7	Taxes: The Consultant shall be liable to pay all taxes, duties and levies including VAT and withholding tax in accordance with the laws of Kenya and the Client shall not reimburse any amount paid in this context.
3.8	The consultant fees shall be in Kenya Shillings
3.10	The proposal shall be valid for 120 days after tender opening date.
4.2	Consultant must submit One (1) Original and one (1) additional copy of the proposal <u>COMBINED IN ONE ENVELOPE</u> (Technical and Financial). Both will be opened on the <u>6th June, 2017</u>
4.3	The proposal submission address is: Executive Director, National Construction Authority, KCB Plaza, 9 th Floor, P. O. Box 21046-00100, <u>Nairobi, Kenya</u> Information on the outer envelope shall also be clearly marked: “ Provision of consultancy services for customer satisfaction and work environment survey ” Quotation No. NCA/T/033/2016-2017 and the text “Do not open before Tuesday 6th June, 2017 AT 11.00AM ”
	Proposals must be submitted no later than the following date and time Tuesday 6th June, 2017 AT 11.00AM
5.1	Address to send information to the Client is as stated in 1.3 above.
	Tender security required of KShs.20, 000/= valid for 150 days from the date of tender opening in any of the following forms a) A bank guarantee. b) Cash. c) Such insurance guarantee approved by the Authority. d) Letter of credit e) Guarantee by a deposit taking Micro Finance Institution, SACCO Society, the Youth Enterprise Fund and the Women Enterprise Fund.

	Performance guarantee equivalent to 5% of tender sum in the form of unconditional bank guarantee or 1% for firms registered under AGPO programme.
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EVALUATION CRITERIA: MANDATORY REQUIREMENTS

5.3	<ul style="list-style-type: none"> (i) Provide Company Profile (ii) Copy of certificate of incorporation; (iii) Copy of the valid current tax compliance certificate; (iv) Original Tender Security of Kshs. 20,000 valid for 150 days from date of tender opening or a dully filled, signed and stamped Tender Securing Declaration Form for firms registered under AGPO programme. (v) Dully filled, signed & stamped confidential business questionnaire (vi) Dully filled, signed & stamped Financial Proposal Submission Form. (vii) Dully filled, signed & stamped Technical Proposal Submission Form (viii) Copy of Valid Single Business permit from County government (ix) Three years audited accounts(2013, 2014, 2015/2016) (x) Submit a dully filled, signed and stamped self-declaration form in the format provided (xi) Dully filled, signed and stamped Anti-Corruption Declaration Commitment /Pledge form. (xii) Provide one original and one copy of tender document properly bound and Paginated/serialized/numbered in a sequential manner on all pages and all attachments. 	
	Note: Bidders <u>MUST</u> meet all the mandatory Requirements to proceed for Technical Evaluation	
	<u>TECHNICAL EVALUATION</u>	
	<u>Max. Score</u>	
(i)	<p>Specific experience of the firm relevant to the assignment (<i>Attach LSO/ Contract / completion certificate</i>)</p> <ul style="list-style-type: none"> a) General Experience in carrying out consultancy- (<i>2 marks each maximum 8 marks</i>) b) Specific Similar experience in Institutional surveys - (<i>3 marks each maximum 12 marks</i>) 	20
	c) Recommendation letters from four (4) clients on their letterheads – (<i>Three (3) points for every letter, max twelve (12) points</i>)	12
(ii)	<p>Appropriateness of the methodology and work schedule and the completeness of the description of the same in relation to the TORs, particularly with respect to the outlined objectives.</p> <ul style="list-style-type: none"> a) Technical approach and methodology (<i>3 marks</i>) b) Bidders additional suggestions & proposals on the TORs (<i>3 marks</i>) c) Organization and Staffing (<i>3 marks</i>) d) Understanding & conformity to the TOR (<i>3 marks</i>) 	12
(iii)	<p>Key professional staff qualifications and competence for the assignment</p> <p>Team Leader;</p> <ul style="list-style-type: none"> a) Experience in relevant consultancy services, (<i>Attach CV in format provided</i>) (<i>prorate 1 mark for each year upto a maximum of 8 years</i>) 	8
(iv)	Education Qualification Team Leader	6

	<ul style="list-style-type: none"> An MBA or Master's degree in relevant field from a recognized university – (6 marks) Bachelor's Degree in relevant discipline from a recognized university – (4 marks) 	6	5
	<ul style="list-style-type: none"> Demonstrated knowledge in carrying out surveys (As indicated in CV) (5 marks) 	5	
	Two Other Senior Staff		
	<ul style="list-style-type: none"> An MBA or Master's degree in relevant field from a recognized university – (4 marks each) Bachelor's Degree in relevant field from a recognized university – (3 marks each) 	8	8
	<ul style="list-style-type: none"> Demonstrated knowledge in carrying out surveys (As indicated in CV) (4 marks each staff) 	8	8
	<ul style="list-style-type: none"> Experience in relevant consultancy services, (Attach CV in format provided) (prorate 1 mark for each consultancy upto a maximum of 4 for each staff) 	8	8
	Audited Accounts – Liquidity Ratio <ul style="list-style-type: none"> Greater than 2:1 (3 marks each year up to a maximum of 9 marks) Equal to 2:1 (2 mark each) Less than 2:1 (0 mark) 	9	9
	Clear Schedule of Review process (either tabulated or narrated)	4	4
	Total points		100
	The minimum technical score required to pass is:70 %		
	FINANCIAL EVALUATION		
5.10	The weights given to the Technical and Financial Proposals are: T = 0.8 , and P = 0.2		

FINANCIAL EVALUATION

The evaluation team shall compare the prices offered by the tenderers and the financial scores (Fs) will be determined using the formulae below. The financial score will be allocated a maximum of 20%.

$$Fs = 20 \times Fm/F$$

Where Fs is the financial score, Fm is the lowest priced responsive financial bid and F is the price of the bid under consideration

COMBINATION OF TECHNICAL AND FINANCIAL SCORE

The evaluation team shall combine Technical and Financial Score as below:
 Technical score (Ts) +Financial score (Fs) = 80% +20%

RECOMMENDATION FOR AWARD

The combined technical and financial score shall be determined and the employer shall recommend for award of the Tender to the firm achieving the highest combined technical and financial scores.

SECTION III: - TECHNICAL PROPOSAL

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

1. Technical proposal submission form
2. Firms references
3. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity
4. Description of the methodology and work plan for performing the assignment
5. Team composition and Task assignments
6. Format of curriculum vitae (CV) for proposed Professional staff
7. Time schedule for professional personnel
8. 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 **on Corruption Eradication, Alcohol & Drugs Abuse, HIV & Aids Survey** 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 one 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:]

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

v

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.

[Signature of staff member] Date: _____

[Signature of authorised representative of the firm] Date: _____

Full name of staff member: _____

Full name of authorized representative: _____

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports Due/ Activities	Months (in the Form of a Bar Chart)												Number of months	
			1	2	3	4	5	6	7	8	9	10	11	12		

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Work/Assignment plan

[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 IV: - FINANCIAL PROPOSAL

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 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

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

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	Page
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. Form FIN-1: Financial Proposal Submission Form

To: _____ [Date]

**The Executive Director,
National Construction Authority
KCB Building, Upper Hill
P.O. Box 21046- 00100
Nairobi**

Dear Sir,

We, the undersigned, offer to provide the consultancy services **on Corruption Eradication, Alcohol & Drugs Abuse, HIV & Aids Survey** in accordance with your Request for Proposal dated[*Insert Date*] and our Proposal (Technical and Financial). Our attached Financial Proposal is for the sum of[*Insert amount(s) in words and figures*¹]. This amount is inclusive of the local taxes.

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

- 1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
- 2 If applicable, replace this paragraph with: "No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution."

Form FIN-2: Summary of Costs

Item	Costs	
	<i>[Currencies]</i>	Amount(s)
Subtotal		
Local Taxes		
Total Costs of Financial Proposal ²		

2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal Taxes Total Amount of Financial Proposal		<hr style="width: 50%; margin: 0 auto;"/>

3. BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: <hr style="width: 80%; margin: 5px 0;"/>	Description: _____ <hr style="width: 80%; margin: 5px 0;"/>		
Price Component	Amount(s)		
Remuneration			
Reimbursables	<hr style="width: 80%; margin: 5px 0;"/>		
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

TERMS OF REFERENCE FOR PROVISION OF CONSULTANCY SERVICES ON CORRUPTION ERADICATION, ALCOHOL & DRUGS ABUSE, HIV & AIDS SURVEY FOR NATIONAL CONSTRUCTION AUTHORITY (NCA)

1. Background

Performance contracting is part of the broader public sector reforms aimed at improving efficiency and effectiveness in the management of public service. Some of the indicators of performance include **CORRUPTION ERADICATION, ALCOHOL & DRUGS ABUSE, HIV & AIDS**. Corruption eradication aims at eradicating corrupt practices in organizations and establishing the level of corruption perception for NCA. The other two aim at improving employee wellness for improved delivery of services to customers. Against these indicators the Authority's performance will be measured and evaluated.

The survey will target NCA customers and staff at headquarter and regional offices.

Objectives of Assignment

- a) To determine the corruption perception index for NCA.
- b) To provide adequate recommendations and way forward on issues concerning corruption eradication at the NCA.
- c) To establish the level of knowledge on HIV/AIDS matters for staff working with NCA.
- d) To give adequate recommendations and way forward on issues of HIV/AIDS in the NCA.
- e) To establish the level of knowledge on drugs and substance abuse for staff working with NCA.
- f) To give adequate recommendations and way forward on issues of drugs and substance abuse in the NCA

2. Scope of Services and Terms of Reference

The scope for the consultant to conduct the survey study shall include NCA customers and NCA headquarters and Regional Offices as follows:

- a) Gather and acquaint yourself with necessary material, information and data to assist in the survey exercise.

- b) Prepare and submit inception report on the corruption eradication, HIV&AIDS and Drugs and substance abuse within 14 days of award to commence the exercise.
- c) Prepare and administer adequate survey instruments to be applied during the exercise.
- d) Collect and collate information and data from NCA customers and employees on corruption eradication, HIV& AIDS and Drugs and substance abuse.
- e) Analyze and collate collected information and data in d above.
- f) Prepare appropriate reports and submit them with recommendations on way forward.

3. Training

No training will be conducted.

4. Qualifications

Consultants who meet the requisite qualifications, for undertaking the study must provide the following information;

- a) Company profile.
- b) Qualification and capacity to undertake the assignment.
- c) Details of similar assignments undertaken elsewhere.

5. Reports and Time schedule

The consultant shall prepare three reports for corruption eradication, alcohol & drugs abuse, HIV & AIDS respectively. The duration of the survey shall be two months from the date of award to commence the work.

Terms of Payment

Payment for the consultancy shall be made after submission of the approved report.

Prospective applicants will be required to submit their financial and technical proposals in separate sealed envelopes on the specified date to the NCA quotation box on 9th Floor KCB Plaza Building by Tuesday 6th June, 2017, 11.00 am.

The envelopes should be addressed to;

The Executive Director
National Construction Authority
KCB Plaza

Nairobi.

SECTION VI:
STANDARD FORMS OF CONTRACT

- 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 sum.

GENERAL CONDITIONS OF CONTRACT

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Special Notes

1. The Lump-Sum price is arrived at on the basis of inputs – including rates – provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs, usually reports. Lump-sum contracts have the simplicity of administration, the Client having only to be satisfied with the outputs without monitoring the staff inputs and should be used for large Assignments in for example Design; Engineering; Supervision and Management Services; Master plans; Economic and Feasibility studies; and Surveys.
2. The Contract includes four parts: Form of Contract, the General Conditions of Contract, the Special Conditions of Contract and the Appendices. The Client using this standard contract should not alter the General Conditions. Any adjustment to meet any specific project features should be made only in the Special Conditions.

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 herebelow;
- (d) “Foreign Currency” means any currency other than the Kenya Shilling;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of the Republic of Kenya;
- (g) “Local Currency” means the Kenya Shilling;
- (h) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;
- (i) “Party” means the Client or the Consultant, as the case may be and “Parties” means both of them;
- (j) “Personnel” means persons hired by the Consultant or by any Subconsultant as

employees and assigned to the performance of the Services or any part thereof;

(k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;

(l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and

(m) “Sub consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

1.2 Law Governing the Contract
by the

This Contract, its meaning and interpretation and the the relationship between the Parties shall be governed Laws of Kenya.

1.3 Language

This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.

1.6 **Authorized Representatives**

Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties

The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.
- 2.4 Modification** Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.

II.5 Force Majeure

- 2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension Of Time** Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4 Payments** During the period of his inability to perform the

Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

II.6 Termination

2.6.1 By the Client The Client may terminate this Contract by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the selection process or in Contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

- (e) if the Client in his sole discretion decides to terminate this Contract.

2.6.2 By the Consultant The Consultant may terminate this Contract by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the following events;

- (a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment upon Termination Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General The Consultant shall perform the Services and carry out this obligations with all due diligence, efficiency and economy in accordance with generally accepted professional chniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client and shall at all times support and safeguard the Client's legitimate interests in any dealing with Sub consultants or third parties.

1.2 Conflict of Interests

- 3.2.1 Consultant** (i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.
- Not to Benefit from Commissions, Discounts, Etc.**
- (ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.
- (iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Subconsultant and any of his affiliates, 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.

3.2.3 Prohibition of Conflicting Activities Neither the Consultant nor his sub consultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict

with the activities assigned to them under this Contract; or

- (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality The Consultant, his subconsultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to be Taken Out by the Consultant The Consultant (a) shall take out and maintain and shall cause any subconsultant[s] to take out and maintain, at his (or the subconsultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant's Actions Requiring Client's Prior Approval The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions;

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Subconsultants").

3.6 Reporting Obligations The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents All plans, drawings, specifications, designs, reports and prepared by other documents and software submitted by the the Consultant Consultant in accordance with Clause 3.6 shall the to Be become and remain the property of the Client and the Property Consultant shall, not later than upon termination or of the Client expiration of this Contract, deliver all such

documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4. **CONSULTANT'S PERSONNEL**

4.1 Description of Personnel The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal And /or Replacement Of Personnel (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. **OBLIGATIONS OF THE CLIENT**

5.1 Assistance and Exemptions The Client shall use his best efforts to ensure That he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

5.2 Change in the If after the date of this Contract, there is any change

Applicable Law in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities The Client shall make available to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

- 6.1 Lump-Sum Remuneration** The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Subconsultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.2 Contract Price**
- (a) The price payable in foreign currency is set forth in the SC.
 - (b) The price payable in local currency is set forth in the SC.
- 6.3 Payment for Additional Services** For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has

submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payment

Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. 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 .

7. SETTLEMENT OF DISPUTES

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

7.2 Dispute Settlement Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may 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.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(h)	{The Member in Charge is [..... <i>insert name of member</i>]}
1.4	<p>The addresses are:</p> <p>Client: Executive Director, National Construction Authority KCB Building, 9th Floor Upper Hill P.O. Box 21046-00100 <u>NAIROBI, KENYA</u></p> <p>Attention: Manager Supply Chain</p> <p>Telephone: 0700 021 222 E-mail: <u>procurement@nca.co.ke</u></p> <p>Consultant: _____ _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Client: The Executive Director National Construction Authority (NCA) KCB Building, 9th Floor, P.O. Box 21046-00100 <u>NAIROBI, KENYA</u></p> <p>For the Consultant: _____</p>
2.1	<p>The date on which this contract shall come into effect is [.....] <i>[date]</i></p> <p><i>Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Consultants of advance payment and by Client of bank guarantee</i></p>
2.2	The date for the commencement of Services is _____ <i>[date]</i>

2.3	The time period shall be three days after the date of Contract signing by all parties or such other time period as the parties may agree in writing.
3.4	The risks and coverage shall be: (i) Professional Liability ___ (ii) Loss of or damage to equipment and property_____
3.9	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
6.2(a)	The amount in foreign currency or currencies is__ NIL _____ [<i>Insert amount</i>].
6.2(b)	The amount in local Currency is_____ [<i>Insert amount</i>]
6.4(a)	Payments shall be made according to the following schedule: • 100% upon completion of surveys and submission of approved survey report to NCA
6.5	There will be no interest on delayed payments

IV. Appendices

APPENDIX A – DESCRIPTION OF THE SERVICES

As in Terms of Reference

APPENDIX B – REPORTING REQUIREMENTS

As in Terms of Reference

APPENDIX C– KEY PERSONNEL AND SUBCONSULTANTS

List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel and staff-months for each.

C-2 List of approved Sub consultants (if already available); same information with respect to their Personnel as in C-1.

APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – foreign currency portion:

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – local currency portion.

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

APPENDIX F – SERVICES AND FACILITIES PROVIDED BY THE CLIENT

The Client will provide the following facilities

- I) Access to other relevant information to the extent of its availability
- II) Access to the project site and other sites belonging to the Client as the Consultant may request

ANNEX

SAMPLE CONTRACT FOR CONSULTING SERVICES

Small Assignments Lump-sum payments

**SAMPLE CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS
LUMP-SUM 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 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 _____ [Insert starting 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 _____

_____ *[Insert amount]*. 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 herebelow. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

4. Project Administration

A. Coordinator.

The Client designates _____ *[insert name]* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for payment.

B. Reports.

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

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

CONSULTANT

FOR THE

Full name; _____ Full name; _____

Title: _____ Title: _____

Signature; _____ Signature; _____

Date; _____ Date; _____

LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's Personnel

Appendix C: Consultant's Reporting Obligations

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

<p><i>Part 1 – General:</i></p> <p>Business Name</p> <p>Location of business premises.</p> <p>Plot No..... Street/Road</p> <p>Postal AddressTel No.Fax E mail</p> <p>Nature of Business,.....</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs.</p> <p>Name of your bankers Branch</p>																															
	<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full Age</p> <p>Nationality Country of origin</p> <p>• Citizenship detail</p>																														
	<p style="text-align: center;">Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.					
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2.																											
3.																											
4.																											
	<p style="text-align: center;">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company-</p> <p style="padding-left: 20px;">Nominal Kshs.</p> <p style="padding-left: 20px;">Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table> <p>(Attach certificate of incorporation)</p>		Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.	5.
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<p>Date Seal/Signature of Candidate</p>																															

TENDER SECURING DECLARATION FORM

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

Date:..... *[of Bid Submission]*

Tender No.....

To: National Construction Authority

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of ***one year*** starting ***on the date of this tender Opening*** if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers.
3. We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:*[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

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

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

SELF-DECLARATION FORM

Date _____

To:

**The Executive Director
National Construction Authority
P.O. Box 21046-00100
Nairobi**

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.

Name.....

Title.....

Signature.....

Date.....

Official Stamp.....

(To be signed by authorized representative and officially stamped)

ANTI-CORRUPTION DECLARATION COMITMENT/ PLEDGE

(Sections 39, 40, 41, 42, 43 & of the PPD Act, 2005)

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized
Signature.....

Name of Signatory.....

Title of Signatory

Official Stamp.....

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 of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary