



REQUEST FOR PROPOSAL (RFP) FOR
PROVISION OF HUMAN RESOURCE CONSULTANCY
(RECRUITMENT AND SELECTION)

TENDER NO: NACC/RFP/21/2016-2017

INVITATION DATE: 11TH APRIL, 2017

CLOSING DATE: 26TH APRIL, 2017 AT 10.00 AM

ISSUED BY:

National AIDS Control Council (NACC)
Landmark Plaza, 9th Floor
Argwings Kodhek Road
P. O. Box 61307 - 00200
NAIROBI (KENYA)
TEL: +254-020-2715109/2711261/2715144
FAX: +254-20- 2711072

CONTENTS

SECTION I: LETTER OF INVITATION 3

SECTION II: - INFORMATION TO CONSULTANTS (ITC)..... 4

SECTION III: TERMS OF REFERENCE (TOR)13

SECTION IV: TECHNICAL PROPOSAL..... 15

SECTION V: FINANCIAL PROPOSAL..... 16

FINANCIAL PROPOSAL SUBMISSION FORM 17

CONTRACT AGREEMENT 18

GENERAL CONDITIONS OF CONTRACT 20

SPECIAL CONDITIONS OF CONTRACT.....26

SELF-DECLARATION FORMS (r 62)..... 29

SELF DECLARATION FORMS (SD2)..... 30

BANK DETAILS FORM..... 31

SECTION I – INVITATION TO TENDER

Date April 11, 2017

Tender REF No. NACC/ RFP/021/ 2016-2017

Tender name: Provision of Human Resource Consultancy (Recruitment and Selection)

1.1 The **National AIDS Control Council** invites sealed tenders from eligible candidates for the **Provision of Human Resource Consultancy (Recruitment and Selection)**

1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at National AIDS Control Council Offices, Landmark Plaza, Opposite Nairobi Hospital on 8th floor at the office of **PROCUREMENT DIVISION**.

1.3 Complete tender document may be obtained by interested candidates by downloading for free from NACC website www.nacc.or.ke under Tenders OR upon payment of a non- refundable fee of Kshs. 1,000 in cash or bankers cheque payable to The Director, NACC for hard copy documents

1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings, and shall remain valid for a period of 120 days from the closing date of the tender.

1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender description and reference number and must be deposited in the Tender Box on 9th Floor or be delivered to the;

Duly completed bid documents in plain sealed envelopes and clearly marked with the **“Request for Proposals number”** and **“Description”** should be addressed to;

The Director
National AIDS Control Council (NACC)
Landmark Plaza, 9th Floor
Argwings Kodhek Road
P. O. Box 61307 - 00200
NAIROBI (KENYA)
TEL: +254-020-2715109/2711261/2715144
FAX: +254-20- 2711072

To be received on or before **April 26, 2017 at 10.00 AM**

1.6 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at **6th Floor Boardroom of Landmark Plaza situated on Argwings Kodhek Rd Opposite Nairobi Hospital**

Clauder N. Musi
Head, Procurement Division,
For *Director, NACC*

1.7 More details of the services are provided in the Terms of Reference (TOR) contained herein.

1.8 The Request for Proposals (RFP) includes the following Documents;

Section I - Letter of Invitation

Section II - Information to Consultants

Section III - Terms of Reference

Section IV - Technical Proposal

Section V - Financial Proposal

1.9 Prices quoted should be **net inclusive of all taxes** and must be in Kenya shillings and shall remain valid for **120 days** from the closing date.

1.10 **Bidders shall ensure serialization of pages for each bid submitted.**

SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The National AIDS Control Council (NACC) which is the Procuring entity will select a firm among those invited to submit a proposal, in accordance with the criteria set out herein.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal for provision of Human Resource Consultancy (Recruitment & Selection)
- 2.1.3 The highest ranked firm on both the technical and financial proposals shall be invited to negotiate a contract. The proposals will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.4 Please note that;
- (i) The costs of preparing the proposal and of negotiating the Contract, including any visit to the Procuring entity are not reimbursable as a direct cost of the assignment; and
 - (ii) **The Procuring entity is not bound to accept any of the proposals submitted.**
- 2.1.5 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate.
- 2.1.6 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 the bid documents not later than seven (7) days before the proposal submission deadline. Any request for clarification must be sent in writing by post, facsimile or electronic mail to the Procuring entity's address. The Procuring entity will respond by post, facsimile, or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 2.2.2 At any time before the submission of proposals, the Procuring entity may for any reason, whether at his own or in response to a clarification sought by prospective bidder(s), amend the bid document. Any amendment shall be issued in writing through an addendum. The addendum shall be posted on NHC website and will be binding to all prospective bidders.
- 2.2.3 The Procuring entity may at its discretion extend the deadline for the submission of proposals.

2.3 Preparation of the Technical Proposals

2.3.1 The Consultants proposal must be written in English language only.

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, bidders 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) who will assist in the assignment but they will not be party to the contract for the purpose of the performance of the assignment. Any individual consultant in contravention of this requirement shall be automatically disqualified.
- (ii) For assignments on staff-time basis, the proposal may 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.

2.3.4 The Technical Proposal shall provide the following information;

- i) Agreements between the Consultant and other named Sub- Consultants to undertake the assignment.
- ii) Organization Structure of the Consultancy team, previous assignments handled and experience of the Consultant in leading a Multi-disciplinary team.
- iii) A description of the methodology and work plan for performing the assignment.
- iv) Academic and Professional qualifications of the Consultancy team.
- v) Curriculum Vitae signed by the proposed professional staff and the authorized representative submitting the proposal.
- vi) Consultant team current membership with their related Professional Associations.
- vii) References from past and present assignments.

2.3.5 The Technical Proposal shall not include any financial information

2.4 Preparation of the Financial Proposal

- 2.4.1 In preparing the Financial Proposal, Consultants are expected to take into account the requirements of the TOR's and conditions outlined in the bid documents. The bidder must list all costs associated with the assignment including, remuneration for staff and all reimbursable expenses.
- 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 personal, unless specified otherwise.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings only.
- 2.4.4 Commission 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 **120 days** after the submission dated. 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 (Technical and Financial Proposals) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. The person authorized to sign the proposals must initiate any such corrections.
- 2.5.2 For each proposal, the consultants shall prepare a copy of the same.
The Technical and Financial Proposals shall be marked "**ORIGINAL**" and "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposals, the original shall govern.
- 2.5.3 The original and copy of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**" and the original and copy of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the procuring entities address, tender name and tender number as indicated in the letter of invitation and be clearly marked "**DO NOT OPEN, BEFORE (April 26, 2017 at 10.00am)**".

2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before April **26, 2017 at 10.00am**. Any proposal received after the closing time shall be returned to the respective consultant unopened (**Late bids shall be rejected**).

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 the procuring entity up to the time of 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/she should do so in writing at the address indicated in the letter of invitation. 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 the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation process is concluded.

2.6.3 Evaluation of the Proposals shall be carried out in three stages i.e. Preliminary, Technical and Financial evaluation.

2.6.4 Preliminary Evaluation

A firm that fails at preliminary evaluation will be automatically disqualified. Bidders must provide copies of the following Mandatory Requirements;

- i) Attach copy of Certificate of Incorporation/Registration
- ii) Attach copy of PIN Registration Certificate from KRA
- iii) Attach copy of VAT Registration Certificate from KRA
- iv) Attach copy of valid Tax Compliance Certificate from KRA
- v) Dully filled, signed & stamped Confidential Business Questionnaire
- vi) Attach copy Audited Accounts for the last two (2) financial years.

2.7 Evaluation of Technical Proposal

2.7.1 The evaluation committee appointed by the Procuring entity shall evaluate the proposal because of their responsiveness to the Terms of Reference, applying evaluation criteria as follows:

S/NO.	DESCRIPTION	SCORE
1.	Adequacy of the Proposed Methodology and Work Plan in responding to the Terms of Reference (TORs)	(25 Marks)
a.	<p><i>Approach and methodology:</i></p> <p>The approach should demonstrate clarity, practicability, innovativeness, and proactivity in carrying out assignments.</p> <p><i>The proposed methodology must include the following:</i></p> <ul style="list-style-type: none"> ▫ Designing and placing approved adverts in selected publications, websites, and social media platforms, amongst others; ▫ Designing online assessments methods and tools; ▫ Designing interview questions to probe competencies; ▫ Managing and conducting interviews; and ▫ Conducting formal and informal reference checks for the selected candidate(s). <p><i>(4 marks for each parameter)</i></p>	20
b.	<i>Proposed and detailed work-plan</i>	5

2.	Key professional staff qualifications and competence for the assignment. Qualifications and experience of proposed team: <ul style="list-style-type: none">▫ Team leader - 5 Marks▫ Team members -15 Marks	(20 Marks)
----	--	------------

3.	Specific Experience of the Consultants Relevant to the Assignment:	(55 Marks)
a.	Track record/experience of the firm in conducting similar assignments <i>(At least three assignments)</i>	15
b.	Firm's demonstrable ability to recruit for large organizations/ Corporate bodies. <i>(At least three assignments)</i> <i>(5 marks for each parameter)</i>	15
c.	Demonstrated ability to carry out psychometric tests and personality assessments.	10
d.	Demonstrated ability to create interactive web portals to carry out large volumes online recruitment <i>(At least three assignments)</i> <i>(5 marks for each parameter)</i>	15
Total Score		(100 Marks)

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 of **70 Marks**.

2.8 Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation, the procuring entity shall notify those consultants whose proposals did not meet the minimum qualifying mark or that which were considered non-responsive, indicating that their Financial Proposals will be returned after completing the selection process.

The procuring entity shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The notifications may be sent by registered mail, facsimile, or electronic mail.

2.8.2 The Financial Proposal shall be opened in the presence of the consultant(s)/representatives who choose to attend. The name of the consultant, the technical score and the financial proposal (proposed prices) shall be read aloud and recorded.

2.8.3 The evaluation committee will determine whether the financial proposals are complete. The cost of any unpriced items shall be assumed 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 the financial proposals (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 may 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 be as follows; $SF = 20 \times \frac{FM}{F}$, where SF is the financial score, FM is the lowest priced financial proposal and F is the price of the proposal under consideration.

2.9 Ranking Proposals

- 2.9.1 Proposals will be ranked according to their combined technical (St) and Financial (Sf) scores. The following formula was used to determine the combined score; $T.S (80\%) + F.S (20\%) = T.T.L (100\%)$. The firm achieving the highest combined technical and financial score may be invited for negotiations.
- 2.9.2 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening.

2.10 Negotiations

- 2.10.1 Negotiations will be held at the Procuring entity's premises. The aim is to reach agreement on all points and sign a contract.
- 2.10.2 Negotiations will include discussions of the Technical Proposal, the proposal methodology, work plan and any suggestions made by the consultant to improve the terms of reference. The agreed methodology, work plan and terms of reference will then be incorporated in "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 clearly defining the inputs required from the Procuring entity to ensure cost effective implementation of the assignment.

2.10.3 The negotiations will conclude with a review of the Contract. To complete negotiations the Procuring entity and the selected firm will initial the Contract agreement. If negotiations fail, the Procuring entity will invite the firm whose proposal received the second highest score to negotiate a contract.

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

2.11 Award of Contract

2.11.1 The Contract will be awarded following negotiations. After negotiations are completed, the Procuring entity will promptly notify other bidders that their bids were unsuccessful.

2.11.2 The selected firm is expected to commence the assignment on the date and at the location to be agreed with the procuring entity.

2.11.3 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.

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

2.11.5 The Procuring entity shall 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.

2.11.6 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
- (e) Written agreements between the bidder as Consultant and any other named Consultants forming the Team, clearly outlining their roles.

2.12 Confidentiality

2.12.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted 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.

2.13 Corrupt or fraudulent practices

2.13.1 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.

2.13.2 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.

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

SECTION III: TERMS OF REFERENCE (TOR)

HUMAN RESOURCE CONSULTANCY (RECRUITMENT AND SELECTION)

TERMS OF REFERENCE FOR SHORTLISTING OF CANDIDATES FOR BOARD POSITIONS

INTRODUCTION

The National AIDS Control Council (NACC) was established in November 1999, to coordinate implementation of the national multi-sectoral response to HIV/AIDS in Kenya. The National AIDS Control Council (NACC) was established under Section 3 of the State Corporations Act Cap 446 through the National AIDS Control Council Order, 1999 published vide Legal Notice No. 170 of 1999. NACC is a non-commercial organization whose mission is to:

“Provide policy and a Strategic framework for mobilizing and coordinating resources for the prevention of HIV transmission and provision of care and support to the infected and affected people in Kenya”.

NACC is seeking the services of a firm to Review, analyse, test and shortlist for the positions of Senior/ middle management and technical positions

1. OBJECTIVE OF CONSULTANCY

IDEAL CONSULTING FIRMS

The successful consulting firms or agencies will be expected to have experience and knowledge in recruitment of senior management positions.

SCOPE OF CONSULTANCY

The firms /agencies must exhibit willingness to work with speed in identifying candidates from the applications within a short period and administer objective and relevant aptitude/ technical exams. Hence, the Consulting firm will be expected to:

1. Come up with an appropriate classification to identify all received applications using an objective yet simple method.
2. Conduct first level interviews
3. Summarizing credentials of all candidates who meet the minimum requirements.
4. Short listing and Screening of the applications; where screening would refer to carrying out formal background checks of the shortlisted candidates (The formal background checks must be part of the report to NACC).
5. Administer objective, reliable, valid, relevant and standard aptitude cum technical tests for the candidates and score the shortlisted candidates according. (This test should be availed to NACC as part of the report as well as the performance of the candidates and the evaluation). The exam should be scored out of 100%. The test should as much as possible be reliable to

the extent that that it is easy to understand and each question does not have so many answers.

6. Call candidates for the final interviews, which will be conducted by the NACC.
7. Forward to NACC all applications of the position (both shortlisted and those not shortlisted) within the agreed period (preferably within 1 month from the day of the award).

OTHER TECHNICAL EXPECTATIONS (to be submitted by bidders)

Project Title	Description or Scope of Project	Value	No of recruits for the per project	Client	Start Date	End Date

TIME FRAME

This would be open to discussion. However, it is recommended that the process should not exceed 31 calendar days for the Senior and middle management and technical positions.

The consultancy will run for 2 years.

BRIEFINGS

The consultant would be expected to provide formal updates to the NACC Director or her preferred representative on the progress of the exercise and any projections thereof at agreed intervals. This may be in soft or hard copy and must basically focus on the progress of the agreed time lines with key highlights and statistics. However, the final report must be in both soft and hard copy. Liaisons can be done on email for all approval.

OBJECTIVITY

Any recommendations and analysis by the consultant on the process will be backed by documented evidence on the process and methodology. Every recommendation must be objective and backed by viable evidence.

FINANCIAL EVALUATION

Financial proposals will be evaluated on the basis of cost and payment terms if not specified in the other terms herewith.

Provide the cost per recruitment (Clearly showing a breakdown of all the costs associated with the hiring). These include the background check, any postage, reports Certificate verification among other conventional expectations.

The NACC Grades along with the Gross salaries that are being considered are as follows:

GRADES	SALARY
1	479,405
2	371,953
3	308,757
4	232,994

AFFIRMATIVE ACTION

The Consultancy should identify applicants who meet the minimum requirement but do not necessarily get shortlisted yet meet the following criteria:

1. They come from marginalized areas of Kenya such as the North Eastern Region and Coast.
2. They come from Communities whose population is inadequately represented in the organization.

N.B:

It would then be upon NACC to determine what affirmative action to take upon such applicants. It would therefore follow that the best of such candidates may need to be taken through the process of due diligence just like the ones who are shortlisted and this may include but not limited to phone calls and the undertaking of background

SECTION IV: TECHNICAL PROPOSAL

Notes on the Preparation of the Technical Proposal

- 4.1 In preparing the Technical Proposals, the Consultant is expected to examine all terms and information included in the bid document. Failure to provide all requested information shall be at the Consultants own risk and may result in rejection of the proposal.
- 4.2 The Technical proposal shall provide all required information and any other additional information.
- 4.3 The Technical proposal shall **not** include any financial information.
- 4.4 The Technical proposal will be evaluated out of a maximum of 100 marks and proposals scoring less than 70 marks out of the maximum of 100 marks shall be disqualified. The financial proposal shall carry a maximum of 20 marks.

SECTION V: FINANCIAL PROPOSAL

Notes on the Preparation of the Financial Proposal

- 5.1 *The charges (financial Proposal) shall be quoted on the basis of salary per job/position advertised upon successful generation of a pool of job candidates, shortlist and identification of suitable candidates, scored and ranked in order of preference.*
- 5.2 The Financial proposal shall be in Kenya Shillings and shall take account of the tax liability and other associated costs.
- 5.3 The Financial proposal will be evaluated out of a maximum of 20 marks. The lowest submitted bid price will be allocated a maximum score of 20 marks.

FINANCIAL PROPOSAL SUBMISSION FORM

Date.....

To:

Director, National AIDS Control Council
Landmark Plaza, 9th Floor
Argwings Kodhek Road
P. O. Box 61307 - 00200
NAIROBI (KENYA)
TEL: +254-020-2715109/2711261/2715144
FAX: +254-20-2711072

Ladies/Gentlemen:

We, the undersigned, offer to

in accordance with your Request for Proposal dated and our Proposal

thereof. Our attached Financial Proposal is for the sum of

Kshs.....

(_____)

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

We remain,

Yours sincerely,

_____ *[Authorized Signature]*
_____ *[Name and Title of Signatory]:*
_____ *[Name of Firm]*
_____ *[Address]*

CONTRACT AGREEMENT

This agreement is made the _____ day of _____ 2017,
between **NATIONAL HOUSING CORPORATION** of P.O. BOX 30257-00100 GPO
NAIROBI whose registered office is situated at NHC HOUSE AGA KHAN WALK
NAIROBI {herein after called the "Client"} of the one part AND

_____ of P.O. BOX _____ whose registered office is situated at
_____ {herein after called the "Consultant"}
of the other part.

WHEREAS

- (a) The Client has requested the Consultant to provide Consulting services as defined in the Terms of reference and
- (b) The Consultant, having presented to the Client that he has the required professional skills, Personnel and Technical resources, has agreed to provide the Services at a Contract Price of Kenya Shillings _____ (Kshs. _____) and a Contract period of _____ weeks on the terms and conditions set forth in the contract.

NOW THEREFORE the parties hereto agree as follows:-

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:-
 - (a) Terms of Reference (b)
 - Technical proposals (c)
 - Financial Proposals
 - (d) General Conditions of Contract
 - (e) Special Conditions of Contract
2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular
 - (a) The Consultant shall carry out the Services in accordance with the Terms of reference and,

(b) The Client shall make payments to the Consultant in accordance with the agreed Payment terms.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

The Common Seal of National Housing Corporation was hereunto affixed in the presence of:-

(i) Chairman _____
(Signature)

(ii) Managing Director _____
(Signature)

Binding Signature of Consultant _____

In the presence of:

(i) Name _____

Address_ _____

Signature _____

(ii) Name _____

Address_ _____

Signature _____

GENERAL CONDITIONS OF CONTRACT

1.0 GENERAL PROVISIONS

1.1 **Definitions** Unless the context otherwise requires, the following terms Wherever used in this Contract shall have the following meanings:-

- (a) “Applicable Law” means the laws and any other instructions 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, 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 here below;
- (d) “GC” means these General conditions of Contract
- (e) “Government” means the Government of the Republic of Kenya
- (f) “Local Currency” means the Kenya Shilling
- (g) “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
- (h) ‘Party’ means the Client or the Consultant, as the case may be and “Parties means both of them:
- (i) “Personnel” means persons hired by the Consultant or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof
- (j) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.

- (k) "Services" means the work to be performed by the Consultant pursuant to this contract, as described in the Terms of Reference; and
- (l) "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

This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the 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 and 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 authorised representative of the Party to whom the communication is addressed or when sent by registered mail, electronic mail, courier or facsimile to such Party at the address specified in the SC.

1.5 Location

The services shall be performed at such location as specified in the Terms of Reference and, where the location of 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 Representative

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 may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

2.0 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 and such other later date as may be stated in the SC.

2.2 **Commencement of Services** The Consultant shall begin carrying out services within (14) days after the effective date of the Contract or such other date as may be specified in the SC.

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** Modifications 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

2.5 **Force Majeure Definition** For the purpose 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 fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has (a) 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 Services after the end of such period.

2.6. Termination

By the Client

The Client may terminate this Contract after expiry of seven (7) 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 fourteen(14) 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 within thirty (30) days; or
- (f) if the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or 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 consultant (prior to or after submission of proposals) designed established prices at artificial non- competitive levels and to deprive the Client of the benefits of free and open competition.

- (e) If the Client is his sole discretion decides to terminate the Contract

2.6.2 By the Consultant

The Consultant may terminate this Contract after sixty (60) days’ written notice to the Client, such notice to be given after the occurrence of any of the following:-

- (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 within thirty (30) 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.

3.0 OBLIGATION OF THE CONSULTANT

3.1 General The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques 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 Clients legitimate interests in any dealing with Sub-Consultants or third parties.

3.2 Conflict of Interests

3.2.1 Consultant

**Not to Benefit From
Commissions,
Discounts**

- (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 this 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.
- (ii) For a period of one(1) year after expiry of the 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 any 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 such 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 the Project

The Consultant agrees that, during the term of this contract and one(1) year after its expiry or termination, the Consultant and his affiliates, as well as any Sub consultant 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.

3.3 Confidentiality

The Consultant, his Sub-Consultant(s) and the personnel of either of them shall not, either during the term of this contract or within one(1) year after expiration of this contract, disclose any proprietary confidential information relating to the Project, the Services, this contract or Client's business or operations without the prior written consent of the Client.

3.4 Insurance to Taken out by the Consultant

The Consultant (a) shall take out and maintain and shall cause any sub consultant(s) to take out and maintain, at his (or the sub consultants', 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 Clients request, shall provide evidence to the Client showing that insurance has been taken out and maintained and that the current premiums have been paid.

4.0 OBLIGATIONS OF THE CLIENT

4.1 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.

4.2 Services and Facilities The Client shall make available to the Consultant at no extra costs, services, and facilities required for proper carrying out of the Consultancy services.

5.0 PAYMENTS TO THE CONSULTANT

5.1. 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, Sub consultants' costs, printing, communications, travel. Accommodation and the like and all other costs incurred by the Consultant in carrying out the services described in the Terms of Reference. 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.

5.2 Contract Price (a) The price payable in local currency is set forth in the SC.

5.3 Payment for Additional Services For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2 breakdown of the Contract price is provided in the Financial Proposal.

5.4. Terms and Conditions of Payment (i) Payments will be made to the account of the Consultant and according to the payment schedule stated in the Financial Proposal. Unless otherwise stated in the Proposal the first payment may be made against provision by the Consultant of a Bank Guarantee for the same amount and shall be valid for the period to be agreed by the Parties. Any other payment shall be made in accordance with the payment terms in the Financial Proposal.

- (ii) The Consultant will be paid within sixty(60) days of receipt and certification of his invoice claim by the Client, provided the services have been rendered and the invoice complies with the payment terms in the Financial Proposal.
- (iii) Late payments to the Consultant shall attract an interest at a rate of three percentage points above the prevailing Kenya Banks Reference Rate.

6.0 SETTLEMENT OF DISPUTES

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

6.2 Dispute Settlement Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within ninety (90) days after receipt by one Party of the other party's request for such amicable settlement and final decision of a person to be agreed between the Parties. Failing agreement concur in the appointment of an Arbitrator, to be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

SPECIAL CONDITIONS OF CONTRACT

Number of GC Amendments of and Supplements to Clauses in the
Clause General Conditions of Contract

1.1 (i) The Consultant is _____

1.4 The addresses are:
 Client: _____
 Attention: _____
 Telephone: _____ Telex: _____

 Facsimile: _____

1.6 The Authorized Representatives are:
 For the Client: _____

2.1 The date on which this Contract shall come into effect is

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.

2.2. The date for the commencement of Services is within
 Fourteen (14) days from the effective date of the Contract
 The Contract Period shall be _ _____ Weeks

3.4 The risks and coverage shall be:

 (i) Professional liability

6.2(b) The Contract Price in Local Currency is

SELF DECLARATION FORMS (r 62)

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

FORM SD1

SELF-DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,of P. O. Box being a resident of

..... in the Republic of --- do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of
..... (insert name of the Company) who is a Bidder in respect of ***Tender No.***
..... for(insert tender title/description) for(insert name of the
Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

SELF-DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I,of P. O. Box being a resident of

..... in the Republic of --- do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(insert name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

..... (Title) (Signature) (Date) Bidder's Official Stamp

BANK DETAILS FORM- MANDATORY

Provide the following bank details for electronic transfer purposes

Name of the Bidder:.....

Bank Name :.....

Bank branch name ;.....

Bank code :.....

Bank account :.....

PIN Number :.....

VAT Number :.....

Bank signatory(s) :.....

.....

Signed/ date.....