



**NATIONAL CONSTRUCTION  
AUTHORITY**

**PROVISION OF CONSULTANCY SERVICES ON  
BRAND AUDIT SURVEY**

**(RESERVED FOR YOUTH, WOMEN AND PERSONS WITH  
DISABILITIES)**

**TENDER NO. NCA/T/025/2020-2021**

**(CLOSING DATE: WEDNESDAY 31<sup>ST</sup> MARCH, 2021)**

**MARCH, 2021**

**MANAGER- SUPPLY CHAIN  
NATIONAL CONSTRUCTION  
AUTHORITY  
P.O BOX 21046-00100  
NAIROBI.**

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

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## SECTION I – INVITATION TO TENDER

**Tender Ref No: NCA/T/025/2020-2021**

**Date: 23<sup>rd</sup> March, 2021**

**Tender Name: PROVISION OF CONSULTANCY SERVICES ON BRAND AUDIT SURVEY AT THE NATIONAL CONSTRUCTION AUTHORITY**

- 1.1 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.
- 1.2 The Authority invites sealed bids from eligible candidates for **Provision of Consultancy Services on Brand Audit Survey at National Construction Authority head offices and Regions**
- 1.3 Interested eligible candidates (**registered by the National Treasury under the AGPO programme**) may obtain further information from and inspect the tender documents at the Supply Chain Office, situated at the National Construction Authority Headquarters on 9<sup>th</sup> Floor KCB Towers, Upper Hill during normal working hours.
- 1.4 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of Kshs. 1,000/= (One Thousand Shillings only) in form of a bankers cheque payable to National Construction Authority or deposited in NCA's KCB account 1136368019 Milimani Branch.. The document may also be downloaded free of charge from the Public Procurement Information portal: **[www.tenders.go.ke](http://www.tenders.go.ke)** and/ or the National Construction Authority's website; **[www.nca.go.ke](http://www.nca.go.ke)**.
- 1.5 Bidders who download the tender document must arrange to register with NCA the company name, postal, physical, email and telephone address for the purposes of receiving any further tender clarifications and/or addendums if need be. Registration must be done through **[procurement@nca.go.ke](mailto:procurement@nca.go.ke)**.
- 1.6 Prices quoted should be net inclusive of all taxes and delivery (where applicable) must be in Kenya Shillings and shall remain valid for a period of 120 days from the closing date of the tender.
- 1.7 Bidders must sequentially number/paginate/serialize the tender document in all pages including all attachments.
- 1.8 Completed tender documents which must be paginated & initialized sequentially in all pages are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at 9th floor, KCB Towers Building or be addressed to:

Executive Director,  
National Construction Authority  
KCB Towers, 9th Floor, Kenya Road, Upper Hill,  
P O Box 21046 – 00100 NAIROBI, KENYA

so as to be received on or before **Wednesday 31<sup>st</sup> March, 2021 at 11.00a.m.**

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 Towers, Nairobi.

**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:-  

$$Sf = 100 \times \frac{FM}{F}$$
 where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + p = 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: <b>Executive Director National Construction Authority (NCA) KCB Plaza, Kenya Road-Upper Hill P. O. Box 21046-00100 Nairobi.</b></p> <p>Method of selection: <b>Quality-and Cost-Based Selection (QCBS)</b></p>			
1.2	<p>Financial Proposal to be submitted together with Technical Proposal: <b>Yes</b> A Technical Proposal only is requested: <b>No</b></p> <p>The name, objectives and description of the assignment is: <b>Provision Of Consultancy Services On Brand Audit Survey.</b></p> <p><b>The main objectives of the assignment:</b></p> <p>The overall objective of the proposal will be to conduct a brand audit survey at the Authority both at Headquarters and 14 regional offices.</p>			
1.3	<p>A pre-proposal conference will be held: <b>No</b> The name(s), address(es), and telephone numbers of the Client’s official(s) are:</p> <table border="1" data-bbox="300 1384 1406 1608"> <tr> <td data-bbox="300 1384 676 1608"> <p><i>Manager Corporate Communication P.O. Box 21046-00100 <u>NAIROBI</u></i></p> </td> <td data-bbox="676 1384 751 1608" style="text-align: center;"> <p><i>or</i></p> </td> <td data-bbox="751 1384 1406 1608"> <p><i>Manager, Supply Chain P.O. Box 21046-00100 <u>NAIROBI</u></i></p> </td> </tr> </table>	<p><i>Manager Corporate Communication P.O. Box 21046-00100 <u>NAIROBI</u></i></p>	<p><i>or</i></p>	<p><i>Manager, Supply Chain P.O. Box 21046-00100 <u>NAIROBI</u></i></p>
<p><i>Manager Corporate Communication P.O. Box 21046-00100 <u>NAIROBI</u></i></p>	<p><i>or</i></p>	<p><i>Manager, Supply Chain P.O. Box 21046-00100 <u>NAIROBI</u></i></p>		
1.4	<p>The Client will provide the following inputs and facilities subject to availability: <b>(i) Local Logistic Support as Detailed in the TOR</b> and shall arrange for available relevant documents to be viewed at the NCA head office.</p>			
2.1	<p>Clarifications may be requested <b>3 days</b> before the submission date. The same to be referred to the officials as indicated in 1.3 above.</p>			
3.1	<p>Proposals should be submitted in the <b>English Language</b> including any reports that are part of the assignment.</p>			

3.3	<p>(i) The Tender Bid shall be on a <b>fixed lump sum</b> cost basis <b>the</b> duration required to complete the assignment is for <b>six months</b>.</p> <p>(ii) The minimum required experience in years of proposed professional staff and the points assigned to each is as shown in <b>Section V</b></p>
3.4	<p>(i) Training is a specific component of this assignment: <b>No</b></p> <p>(ii) Additional information in the Technical proposal includes: (<b>see Terms of Reference (TOR)</b>)</p>
3.7	<p>Taxes:</p> <p><b>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.</b></p>
3.8	<p>The consultant fees shall be in <b>Kenya Shillings</b></p>
3.10	<p>The proposal shall be valid for <b>120 days</b> after tender opening date.</p>
4.2	<p>Consultant must submit <b>One (1) Original and one (1) additional copy</b> of the proposal <b><u>COMBINED IN ONE ENVELOPE</u></b> (Technical and Financial). Both will be opened on the <b>Wednesday 31<sup>st</sup> March, 2021 at 11.00a.m</b></p>
4.3	<p>The proposal submission address is:  Executive Director,  National Construction Authority,  KCB Plaza, 9<sup>th</sup> Floor,  P. O. Box 21046-00100,  <u>Nairobi, Kenya</u></p> <p>1.9 Information on the outer envelope shall also be clearly marked: <b>“Provision of Consultancy Services on Brand Audit Survey.”</b></p> <p><b>Tender No. NCA/T/025/2020-2021</b>  and the text “Do not open before <b>Wednesday 31<sup>st</sup> March, 2021 at 11.00a.m.</b>”</p>
	<p>Proposals must be submitted no later than the following date and time <b>Wednesday 31<sup>st</sup> March, 2021 at 11.00a.m</b></p>
5.1	<p>Address to send information to the Client is as stated in 1.3 above.</p>
	<p>Tender security is not required</p>
	<p>No Performance guarantee required.</p>

5.3	<b><u>EVALUATION CRITERIA: MANDATORY REQUIREMENTS</u></b>	
	Tenderers <b>MUST</b> meet the following <b>mandatory</b> requirements before they can be considered for the detailed Technical Evaluation:-	
	(i) Copy of certificate of incorporation/registration.	
	(ii) Copy of the valid current tax compliance certificate;	
	(iii) Valid AGPO certificate	
	(iv) Dully filled, signed & stamped confidential business questionnaire	
	(v) Dully Filled signed and stamped Tender Securing Declaration Form	
	(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 2021.	
	(ix) Audited accounts for 2017, 2018 and 2019	
	(x) Duly filled, signed and stamped Self Declaration Form SD 1	
	(xi) Duly filled, signed and stamped Self Declaration Form SD 2	
(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.		
<b><u>Note: Bidders MUST meet all the mandatory Requirements to proceed for Technical Evaluation</u></b>		
<b><u>TECHNICAL EVALUATION</u></b>		
(i)	<b>Specific experience of the firm relevant to the assignment</b> a) General consultancy Experience - (3 marks each maximum 12 marks) b) Specific Similar experience - (4 marks each maximum 12 marks) Attach <i>LSO/ Contract / completion certificates from each institution.</i> c) Recommendation letters from five (5) clients indicated above on their letterheads – one (1) marks for every letter, max five (5) marks)	<b>29</b>
(ii)	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. <ul style="list-style-type: none"> <li>• On identifying and analyzing the NCA brand performance metrics (3 marks)</li> <li>• On reviewing and enhancing effectiveness of the various NCA communication channels (3 marks)</li> <li>• On mapping out and evaluating formal and informal touchpoints of the NCA brand ecosystem. (3 marks)</li> <li>• On conducting a Customer Journey Mapping to enquire on perceptions of the NCA brand. (3 marks)</li> <li>• On developing and recommending a strategy for enhancing the efficacy of NCA Brand and its communication channels (3 marks)</li> </ul>	<b>15</b>

(iii)	<b>Brand Management Specialist /Project Team Leader:</b>		<b>7</b>
	<ul style="list-style-type: none"> <li>• Postgraduate degree in Marketing/Public relations/Business management/Accounting or equivalent (7 Marks)</li> <li>• Bachelor’s Degree in relevant field, from a recognized university – (5 marks)</li> </ul>	7	
	<ul style="list-style-type: none"> <li>• Practical post-qualification experience in a relevant field, (<i>Attach CV in format provided</i>) (<i>prorate 0.5 mark for each year up to a maximum of 10 years</i>) (<i>Attach cv in the format provided</i>)</li> </ul>	5	<b>5</b>
	<b>Two Other Technical Staff</b>		<b>4</b>
	<p><b>Social Research Expert</b></p> <ul style="list-style-type: none"> <li>• Bachelor’s degree in Social Economics/ Business Management or equivalent from a recognized university – (4 marks)</li> <li>• Diploma in the relevant field, from a recognized college – (2 marks) (<i>Attach copies of academic certificates</i>)</li> </ul>	4	
	<ul style="list-style-type: none"> <li>• Practical post-qualification experience in a relevant field, (<i>Attach CV in format provided</i>) (<i>prorate 1 mark for each year up to a maximum of 5 years</i>) (<i>Attach cv in the format provided</i>)</li> </ul>	5	<b>5</b>
	<p><b>Communication Expert</b></p> <ul style="list-style-type: none"> <li>• B. Sc. Degree in Marketing/Public relations/Business management or equivalent or equivalent from a recognized university – (4 marks)</li> <li>• Diploma in the relevant field, from a recognized college – (2 marks) (<i>Attach copies of academic certificates</i>)</li> </ul>	4	<b>4</b>
	<ul style="list-style-type: none"> <li>• Practical post-qualification experience in a relevant field, (<i>Attach CV in format provided</i>) (<i>prorate 1 mark for each year up to a maximum of 5 years</i>) (<i>Attach cv in the format provided</i>)</li> </ul>	5	<b>5</b>
	<p><b>Other Staff (Research support staff)</b></p> <ul style="list-style-type: none"> <li>• Bachelor’s Degree in relevant field, from a recognized university – (3 marks each)</li> <li>• Diploma in the relevant field, from a recognized college – (1 mark each) (<i>Attach copies of academic certificates</i>)</li> </ul>	6	<b>6</b>
	<ul style="list-style-type: none"> <li>• Practical post-qualification experience in a relevant field, (<i>Attach CV in format provided</i>) (<i>prorate 1 mark for each year for each staff up to a maximum of 3 years</i>) (<i>Attach cv in the format provided</i>)</li> </ul>	9	
	<ul style="list-style-type: none"> <li>• Work plan in form of Gantt chart indicating duration of the assignment</li> </ul>	5	
	<p><b>Financial capability:</b> Liquidity ratio for the three financial years:</p> <ul style="list-style-type: none"> <li>• Greater than 2:1 (<i>2 marks each year</i>)</li> <li>• Equal to 2:1 (<i>1 mark each</i>)</li> <li>• Less than 1:1 (<i>0 mark</i>)</li> </ul>	6	
<b>Total points</b>			<b>100</b>
<b>The minimum technical score required to pass is: 75 %</b>			

## **FINANCIAL EVALUATION**

The Bidder who shall be determined as the **lowest evaluated bidder** after surpassing the minimum technical score shall be considered and recommended for award

## **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:

**National Construction Authority,  
P.O. Box 21046- 00100,  
NAIROBI.**

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services **on Provision of Consultancy Services on Brand Audit 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.

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

\_\_\_\_\_  
*[Signature of staff member]*

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

\_\_\_\_\_  
*[Signature of authorised representative of the firm]*

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

## 7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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

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

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

### (b). Completion and Submission of Reports

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

## **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**

**Table of Contents**

	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

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

To:

**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 **Provision of Consultancy Services on Brand Audit 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*<sup>1</sup>]. 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

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

## 2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		_____

## 3. BREAKDOWN OF PRICE PER ACTIVITY

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

#### 4. BREAKDOWN OF REMUNERATION PER ACTIVITY

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

#### 5. REIMBURSABLES PER ACTIVITY

Activity No: \_\_\_\_\_

Name: \_\_\_\_\_

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

## 6. MISCELLANEOUS EXPENSES

Activity No. \_\_\_\_\_ Activity Name:  
\_\_\_\_\_

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

## **SECTION V: - TERMS OF REFERENCE**

### **TERMS OF REFERENCE FOR CONSULTANCY SERVICE OF NATIONAL CONSTRUCTION AUTHORITY BRAND HEALTH CHECK**

#### **INTRODUCTION**

The National Construction Authority is mandated to regulate the construction industry and coordinate its development. The Authority was established by the National Construction Authority Act of 2011.

In order to ensure compliance of statutory and regulatory requirements, the Authority is about to embark on a major sensitization campaign with regards to new amendments in its enabling Regulations. NCA appreciates the role of a brand in developing a loyal, engaged and compliant stakeholder base. NCA therefore desires to scan the environment to determine the strength of the brand in relation to its impact on enhancing compliance as well as identifying opportunities for improvement.

#### **PROJECT OBJECTIVES**

The objective of this RFP is to solicit proposals from brand consultancy firms/ individual consultants/ companies/ institutes:

1. To identify and analyze the NCA brand performance metrics as listed below but not limited to: Unaided & Aided brand awareness, Brand experience/usage, Brand pulse score, Brand commitment & Advocacy, Brand consideration, Brand loyalty, Brand equity and Brand image, Brand tonality and voice among others.
2. To review and enhance effectiveness of the various NCA communication channels including but not limited to; NCA online reputation, digital footprint, branded merchandise, publications among other channels.
3. To map out and evaluate formal and informal touchpoints of the NCA brand ecosystem.
4. To conduct a Customer Journey Mapping to enquire on perceptions of the NCA brand.
5. To develop and recommend a strategy for enhancing the efficacy of NCA Brand and its communication channels

#### **PROJECT SCOPE**

The Consultant will undertake the services in line with the project objectives provided above and may not be limited to Kenya alone.

During the execution of the services, the Consultant will be required to wholly interact with NCA stakeholder's matrix and specifically liaise with the contractors, construction workers, site supervisors, developers, contractor associations, construction professional regulatory bodies and associations, Road Agencies, County governments, Water Service Boards, Environmental Management bodies, Energy bodies, Directorate of Public Works among others.

The Consultant may be required to visit various ongoing construction projects within the country so as to assess the perception of the public and industry practitioners on NCA.

In order to exclusively postulate the NCA image the Consultant is expected to;

- a) Carry out an industry-wide survey with a sample size of not less than 685No. respondents distributed in all Forty-Seven (47) counties and including but not limited to contractors, construction workers, developers, partners, employers, suppliers and NCA staff. (*consultant to show sampling model*)
- b) Engage the NCA stakeholder matrix through at least 5No. focus group discussions evenly distributed across the country.
- c) To propose further data collection models in the course of the assignment that will capture authority stakeholder spectrum if needed.

## **OBLIGATIONS OF THE CONSULTANT**

- (i) The consultant shall carry out this study as outlined in the terms of reference in a professional manner in keeping with internationally accepted standards, using qualified and appropriate staff. The agreed deliverables and timelines should be observed
- (ii) He shall endeavor to provide his services with diligence and within the time agreed upon in the contract. In this regard, the consultant shall submit the full curriculum vitae of each of the members of the team it proposes for the project. The consultant shall endeavor to maintain staff presented and considered qualified for nomination.
- (iii) In case the consultancy will be a joint venture; the Consultant shall show the responsibilities and roles of each member of the joint venture.
- (iv) The Consultant shall be responsible for arranging for all necessary office and living accommodation, transportation, equipment and supplies, surveys, investigations, secretarial services, related to the performance of the works. *These costs are to be borne by the consultant and are part of the contract sum.*
- (v) The consultant shall call and organize for committee review meetings in order to do presentation to the review committee. The meetings shall take place one week after submission of reports. These meetings will take place either at the Authority's offices or the consultants' offices.
- (vi) The consultant shall be responsible for providing his staff with all their financial requirements for successful implementation of the study.
- (vii) The consultant shall gather/procure all necessary data, information and equipment needed in the execution of the assignment and realization of the desired outputs.
- (viii) The Consultant shall be responsible for the printing of all reports, drawings, maps, photos and other graphical presentations etc.
- (ix) At the completion of the Study, the consultant shall submit all reports and documents in soft and hard copy, working files, calculations and computer data properly organized in the English language. These reports shall include the ***workings, assumptions, tests done, source of obtaining information, different methodology used for reaching logical conclusion***. These documents shall remain the property of National Construction Authority and will not be used for any other purpose other than those intended under RFP unless

prior written permission is obtained from NCA. NCA will issue completion certificate to this effect.

- (x) The contracted organization shall be liable to pay all duties and taxes in connection with this project including VAT and other taxes payable under the Laws of Kenya. No tax or duty exemption shall be given to the contracted organization. The contracted organization shall be deemed to have taken the above into consideration while preparing his financial proposal.
- (xi) The consultant will prepare interim outputs at the end of each phase (scoping; identification of gaps; formulation of recommendations; Development of Strategy, its review and approval), to be compiled into a draft reports for final consultations, a final draft for review, and a final report. NCA will supervise the consultant's work.
- (xii) Throughout the project, the consultant will maximize opportunities for transferring knowledge of international best practices to increase the capacity of NCA to undertake this type of surveys e.g. by provision of facilitated attachment for four (4) members of NCA staff.

**Note:**

The issues listed in this Terms of Reference are not exhaustive. While performing the services, the consultant is encouraged to use their professional judgement and experience to review all relevant factors and to bring these to the attention of the Client.

**OBLIGATIONS OF THE CLIENT**

***Documents and Reports***

The Client will supply all pertinent data and information and give such assistance as shall reasonably be required for the conduct by the Consultant of his duties under this contract save that such assistance shall not be extended to the provision of any supplies or services. The Consultant will be required to pay for the purchase of maps, manuals and other documents.

The Client will:

- (i) Provide the Consultant with any assistance as the Consultant may be entitled to in accordance with the Terms of Reference;
- (ii) Provide the Consultant with all documents, data, any existing photographs and other information pertaining to the exercise that are available with the Government;
- (iii) Secure permission for entry into all areas as required for the proper execution of the study.
- (iv) Facilitate efficient operation of the Study
- (v) Upon award of contract, constitute a review committee who shall give approval for every progress step of the project.

***Liaison***

The Clients' shall provide liaison with other Ministries and Departments in order to introduce the Consultant to them. The Consultant shall be fully responsible for collecting data and in-

formation from these agencies, including paying for it where necessary.

### ***Correspondence***

The Client shall ensure that correspondence exchange in respect of the implementation of the exercise is treated promptly in order to avoid any delay. Correspondence will be done via email.

## **REPORTING**

### ***Inception Report***

This report shall give a brief description of the Consultant's establishment plan for the assignment, methodologies to be used, staffing, programme of executing the assignment and such remarks as deemed appropriate. The report shall be submitted no later than 7 days after commencement date of the assignment. The consultant shall submit two (2) copies of the inception report.

### ***Preparatory Report***

The Consultant shall prepare a draft preparatory report which shall summarize the findings, analysis and results describing actual progress of work and indicating possible changes in methodology and work program and recommendations for use in the development of the re-branding strategy and shall contain all supporting materials.

The preparatory report shall be submitted to the NCA for comments and further approved by review team prior to the development of the final report. The Consultant shall then submit hard copies of the report.

### ***Draft Final Report***

The Consultant shall prepare a draft final report, which shall summarize the findings, analysis, and results on the current State of the NCA brand health and its implication to the construction industry. The report shall include but not limited to:

- NCA brand health status, review and recommendations from both internal and external stakeholders.
- Inventory and status of the NCA communication channels, review and recommendations
- NCA brand building insight to aid in guidelines for appearance and communication of products/services.
- Strategy paper on the efficient distillation of information into intelligence and insight for the Board, Senior Management and Staff within NCA
- An executive slide presentation with the executive/visual summary of the approach, findings and recommendations.

The draft report shall be submitted to NCA for comments and further approved by review team prior to the development of the final report. The Consultant shall then submit hard copies of the report.

### ***Final Report***

The final Report will comprise all components covered under the draft final report but shall be covered in more detail but more importantly:

*The consultant should submit a report outlining the proposed strategy to enhance the efficacy of NCA Brand and its communication channels complete with a 5-year implementation program.*

### **TIME FRAME AND PROPOSED WORK PLAN**

The consultancy is expected to take a maximum of six (6) calendar months from the date of signing of the contract;

<b>No.</b>	<b>Activity/Reports</b>	<b>Timeline</b>
1.	Submission of Inception Report	7 days after signing contract
2.	Submission of Preparatory Report	2 month
3.	Submission of Draft Final Report	4 months
4.	Submission of draft strategy document for validation	5 months
5.	Submission and handing over of Final Report	6 months

#### **NB:**

- a) The first draft report is to be submitted by the end of the fourth month of the assignment.

### **DELIVERABLES**

- Scoping/Inception Report
- Draft Capacity Needs Report/Preparatory Report
- Draft Brand Positioning Report
- Final Report with recommendations

*Note: The content of the two reports to be aligned to the assignment and project objectives*

Each deliverable by the consultant will be reviewed by the Review Committee constituted for the purpose of the assignment. The consultant shall be required to make a presentation on the inception report and the draft reports before the review team and incorporate their suggestions in the final report in readiness for approval.

The consultant shall ensure timely completion of the milestones mentioned above. There will be liquidated damages at the rate of 0.5% of total value of work awarded for every week of delay in the delivery of the milestones unless such delay is duly approved.

### **Submission of Reports**

The above reports shall be submitted to:

1. *The Executive Director,  
National Construction Authority  
9<sup>th</sup> Floor, KCB Plaza, Upper Hill  
P.O. Box 21046-00100  
NAIROBI*

### **CONSULTANT TEAM AND CONSULTANTS' QUALIFICATIONS**

#### **General requirement of Consultancy:**

1. Must have delivered technology-enabled solutions in brand health check surveys to at least five organizations of similar size as NCA, two of which should be public and at least two of them must be dealing with the youth.
2. Show proof in engaging staff, suppliers and stakeholders for research purposes.
3. Must have been in operation for at least five years.
4. Provide a team with the skills and experience interacting with brands that cut across various age groups and demographics

#### ***Consultant's team composition and qualifications***

The Consultant shall provide qualified key staff for the assignment and shall prepare a work program and a corresponding manning schedule, showing the timing of activities and the corresponding staff input required for execution of the services. The Consultant shall employ only such key staff whose CVs have been approved by the Client.

The Consultant must provide in the proposal CVs and copies of highest education certificates for all professional and technical staff. The requirements of the proposed staff for executing the assignments are as follows:

#### **i. Brand Management Specialist /Project Team Leader:**

The Project Team Leader shall be the coordinator and responsible for the overall leadership and management of the project. He/ She must possess at least postgraduate degree in Marketing/Public relations/Business management/Accounting or equivalent and at least 10 years' professional experience. A postgraduate qualification in Brand Management will be an added advantage.

The Team Leader must be registered with relevant professional registration body and have successfully carried out at least 3 other similar assignments. He/She must have proven ability to manage and administer a consultancy of this nature. Fluency in both written and spoken English is essential.

#### **ii. Social Research expert**

The holder should have a minimum of a bachelor's degree in Social Economics/ Business Management or equivalent with at least ten (5) years practical post-qualification experience in a relevant field. Research experience for not less than three years mainly in digital research related environment will be an added advantage.

He/She must have extensive broad experience in social research management, undertaking brand impact analysis, social-economic studies, project monitoring and evaluation and applied research. Previous experience on similar projects will be an added advantage.

**iii. Communication Expert**

He/She must possess B. Sc. Degree in Marketing/Public relations/Business management or equivalent and with at least Six (6) years professional experience. He/She must be registered by a relevant professional body.

He/She must have extensive and broad experience in, communication management for at least Six (6) years, of which not less than three (3) years in the public sector. Knowledge of brand audits is desirable.

**iv. Support Staff**

The consultants shall provide the at least 3No. research support staff needed in order to carry out their tasks and fulfill their responsibilities effectively. This shall include but not limited to data managers, data analyst and technologist.

**v. Terms of Payment**

Payment for the consultancy shall be made once after submission of the approved report at the end of consultancy period.

# **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 used in this

Unless the context otherwise requires, the following terms whenever 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 here below;
- (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 sub-contracts 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 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 anything 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 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 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

**Not to** the Consultant's sole remuneration in connection with this Contract or

**Benefit from** the Services and the Consultant shall not accept for his own benefit

**Commissions,** any trade commission, discount or similar payment in connection with

**Discounts,** activities pursuant to this Contract or to the Services or in the discharge

**Etc.** 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

(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 subconsultant[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 prepared by the Consultant to Be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or 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 Consult ant such assistance performance of this Contract

**5.2 Change in the Applicable Law** If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which in creases 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** The Consultant's total remuneration shall not exceed the Contract Price and

**Remuneration** 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.

**Additional Services** 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 the Delayed Payment** Payment shall be made within thirty (30) days of receipt of invoice and

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 Con

tract 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.

## II. 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:       <b>Executive Director, National Construction Authority KCB Building, 9<sup>th</sup> Floor Upper Hill P.O. Box 21046-00100 <u>NAIROBI, KENYA</u></b></p> <p>Attention: <b>Manager Supply Chain</b></p> <p>Telephone:   <b>0700 021 222</b> E-mail:       <u>procurement@nca.co.ke</u></p> <p>Consultant: _____                   _____</p> <p>Attention:     _____ Facsimile:     _____ E-mail:        _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Client:   <b>The Executive Director National Construction Authority (NCA) KCB Building, 9<sup>th</sup> Floor, P.O. Box 21046-00100 <u>NAIROBI, KENYA</u></b></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>

<b>2.3</b>	The time period shall be <b>three days</b> after the date of Contract signing by all parties or such other time period as the parties may agree in writing.
<b>3.4</b>	The risks and coverage shall be: (i) Professional Liability ___  (ii) Loss of or damage to equipment and property_____
<b>3.9</b>	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
<b>6.2(a)</b>	The amount in foreign currency or currencies is__ <b>NIL</b> _____ [ <i>Insert amount</i> ].
<b>6.2(b)</b>	The amount in local Currency is_____ [ <i>Insert amount</i> ]
<b>6.4(a)</b>	Payments shall be made according to the following schedule:  <ul style="list-style-type: none"> <li>• 100% upon completion of consultancy and submission of approved reports to NCA</li> </ul>
<b>6.5</b>	There will be no interest on delayed payments

### **III. 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

**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**

Any studies, reports or other material, graphic, software

**Material**

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; \_\_\_\_\_

## 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

*Part 1 – General:*

Business Name .....

Location of business premises. ....

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

Postal Address .....Tel No. ....Fax ..... E mail .....

Nature of Business,.....

Registration Certificate No. ....

Maximum value of business which you can handle at any one time – Kshs. ....

Name of your bankers ..... Branch .....

**Part 2 (a) – Sole Proprietor**

Your name in full ..... Age .....

Nationality ..... Country of origin .....

• Citizenship detail .....

**Part 2 (b) Partnership**

Given details of partners as follows:

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

**Part 2 (c) – Registered Company**

Private or Public .....

State the nominal and issued capital of company-

Nominal Kshs. ....

Issued Kshs. ....

Given details of all directors as follows

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

( Attach certificate of incorporation)

Date ..... Seal/Signature of Candidate .....

## **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]*

**FORM SD1**

**SELF DECLARATION FORMS (r.47)**

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

I, ....., of Post Office 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 \_\_\_\_\_

**FORM SD2**

**SELF DECLARATION FORMS**

**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 \_\_\_\_\_

**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

Adios amigos

**REPUBLIC OF KENYA**  
**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of  
.....dated the...day of .....20.....in the matter of Tender No.....of  
.....20...

**REQUEST FOR REVIEW**

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED .....(Applicant)

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

**FOR OFFICIAL USE ONLY**

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

SIGNED  
**Board Secretary**