



**NATIONAL CONSTRUCTION  
AUTHORITY**

**TENDER NO. NCA/T/31/2017-2018**

**PROVISION OF DEBT COLLECTION SERVICES**

**CLOSING DATE WEDNESDAY 02<sup>ND</sup> MAY 2018**

**APRIL, 2018**

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## SECTION I – INVITATION TO TENDER

**Date: 13<sup>th</sup> April, 2018**

**Tender Ref No: NCA/T/031/2017-2018**

**Tender Name: PROVISION OF DEBT COLLECTION SERVICES**

- 1 The National Construction Authority (NCA) is a State Corporation established under the National Construction Authority Act, Cap 499A, with the responsibility to oversee the construction industry and coordinate its development.
- 2 The **Authority** invites sealed bids from eligible candidates for **Provision of Debt Collection as per the terms of reference**
- 3 Eligible and interested Bidders may obtain further information and inspect the bidding documents at **Supply Chain Office** situated at the National Construction Authority Headquarters **on 9<sup>th</sup> floor KCB Towers, Kenya Road, Upper Hill** between 8.00am and 5.00pm Kenyan Time, Monday to Friday except lunchtime between 1.00pm to 2.00pm and on public holidays.
- 4 A complete set of tender documents may be obtained by interested Candidates upon payment of a non-refundable fee of Kenya Shillings **1,000/= (One Thousand Shillings Only)** deposited in NCA's KCB account 1136368019 Milimani Branch.
- 5 The document may also be downloaded free of charge from the IFMIS suppliers' portal: **supplier.treasury.go.ke** and/ or the National Construction Authority's website: **www.nca.go.ke**. 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 through the following email address **procurement@nca.go.ke**
- 6 Prices quoted should be inclusive of all taxes and service delivery costs, must be expressed in Kenya shillings and will remain for a period of 120 days from the closing date of the tender.
- 7 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at **Ninth floor, KCB Towers** or be addressed to;

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

so as to be received on or before **Wednesday 2<sup>nd</sup> May, 2018 at 11:00 am**

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

**Manager Supply Chain  
For: Executive Director**

## SECTION II – INSTRUCTIONS TO TENDERERS

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## **SECTION II INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of tender documents**

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
  - i) Instructions to tenderers
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract
  - iv) Schedule of Requirements
  - v) Details of service
  - vi) Form of tender
  - vii) Price schedules
  - viii) Contract form
  - ix) Confidential business questionnaire form

- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

### **Clarification of Documents**

2.3.2. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than three (3) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

2.3.3. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

### **2.4 Amendment of documents**

2.4.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.4.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

### **2.5 Language of tender**

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English

translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 Documents Comprising the Tender**

The tender prepared by the tenderer shall comprise the following components:

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

## **2.8 Form of Tender**

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

## **2.9 Tender Prices**

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

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

## **2.10 Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

## **2.11 Tenderers Eligibility and Qualifications.**

**2.11.1** Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12 Tender Security**

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee.
- b) Cash.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:

- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or



(b) In the case of a successful tenderer, *if* the tenderer fails:

(i) to sign the contract in accordance with paragraph 30

**or**

(ii) to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

## **2.13 Validity of Tenders**

2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.14 Format and Signing of Tender**

2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## **2.15 Sealing and Marking of Tenders**

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE(day, date and time of closing),”

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”. —

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

## 2.16 **Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **Wednesday 02<sup>nd</sup> May, 2018 AT 11.00AM**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

## 2.17 **Modification and withdrawal of tenders**

2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification , including substitution or withdrawal of the tender’s is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.7.

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

2.17.6 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.

## **2.18 Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **11:00am, Wednesday 02<sup>nd</sup> May, 2018** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of tenders**

2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price

and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## 2.21 **Conversion to a single currency**

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

## 2.22 **Evaluation and comparison of tenders.**

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

**(a) Operational Plan.**

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

**(b) Deviation in payment schedule.**

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 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.

**2.23. Contacting the procuring entity**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderer's tender.

## **2.24 Award of Contract**

### **a) Post qualification**

- 2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### **b) Award Criteria**

- 2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.
- 2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.25 Notification of award**

- 2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.26 Signing of Contract**

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.26.3 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.

## **2.27 Performance Security**

2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

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

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

**Appendix to instructions to tenderers**

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

<b>Instructions to tenderers</b>	<b>Particulars of appendix to instructions to tenderers</b>
2.1	Open to all eligible bidders
2.10	Kenya Shillings
2.11	Particulars of eligibility and qualifications documents of evidence required
2.12	Tender Security not required.
2.24	Particulars of post – qualification if applicable
2.27	Performance security not required
Other's as necessary	Complete as necessary



## **SECTION III GENERAL CONDITIONS OF CONTRACT**

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## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

### **3.2 Application**

These General Conditions shall apply to the extent that they are not superceded by provisions of other part of contract.

### **3.3 Standards**

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

### **3.5 Patent Right’s**

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof .

### **3.6 Performance Security**

Within twenty eight (28) days of receipt of the notification of Contract award, the

successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

### **3.7 Inspections and Tests**

3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.8 Payment**

3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

### **3.9 Prices**

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### **3.10 Assignment**

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

### **3.10 Termination for Default**

The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

### **3.12 Termination of insolvency**

The procuring entity may at the any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

### **3.13 Termination for convenience**

- 3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.14 Resolution of disputes**

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15 Governing Language**

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

### **3.16 Force Majeure**

The contractor shall not be liable *for* forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### **3.17 Applicable Law.**

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

### **3.18 Notices**

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.

## SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

<b>General conditions of contract reference</b>	<b>Special conditions of contract</b>
3.6	Performance security not required
3.8	Payment to the successful bidder shall be on commission basis based on amount of levy collected quarterly
3.9	No price adjustments allowed
3.14	In case of a dispute between the service provider and the employer, the same shall be resolved amicably between the parties in the first instance failure to which the dispute shall be referred for arbitration as per provisions of the Arbitration Act of 1995 before a single arbitrator to be agreed on by the parties and in failure of such an agreement by the Chairperson for the time being of the chartered institute of Arbitrators Kenya branch and any award given shall be final
3.17	Laws of Kenya
3.18	Executive Director National Construction Authority P.O Box 21046-00100 Nairobi
Other's as necessary	Complete as necessary

## **SECTION V SCHEDULE OF REQUIREMENTS**

### **Terms of Reference for Debt Collector**

**April 2018**

#### **1. Background**

The National Construction Authority (NCA) is a State Corporation established under the National Construction Authority Act of 2011. The Authority's mandate is to regulate and coordinate the development of the construction industry in Kenya. The Authority is empowered under Section 31 of the Act to impose construction levy on all construction projects with a contract value of KShs. 5 Million and above. The Regulations providing for the imposition of the levy at the rate of 0.5% of the contract value came into force in July 2014 after the necessary approvals by Government and the Parliament. However, the imposition of levy was set aside by the government with effect from January 2017 and the outstanding debt as at the final date is collectable as a civil debt in line with section 26(5) of the NCA regulations 2014.

The Authority had accumulated outstanding levies amounting to KShs 1.7 Billion owed by project developers as at 31<sup>st</sup> December 2017. In line with its strategy on debt collection, the Authority wishes to engage the services of a debt collection agency. The agency will support the Authority in recovery of outstanding debts both from the public sector and private sector. Working closely with the finance and accounts department, the agent shall be responsible to recover outstanding debts and constantly keep both the debtors and NCA updated on the recovery process progress; maintain accurate records for recovery made; tracing and locating all debtors and obtaining any other necessary information needed to succeed in the recoveries; and reaching out to customers with overdue accounts by sending out notices of unpaid debts.

#### **2. Scope of work**

The Agency shall be required to provide the following services:

- i. Provide debt collection services in compliance with the Advocate's Remuneration Order (Amendment ) 2014 and relevant laws of Kenya;

- ii. To provide legal opinion on the recoverability of outstanding debts;
- iii. Tracing and locating all debtors and obtaining any other necessary information needed to succeed in the recoveries and reaching out to customers with overdue accounts by sending out notices of unpaid debt.
- iv. Setting up and maintaining the debtors' files and reporting on a monthly basis on the status of the collection of outstanding debts.
- v. Updating the Authority on all records showing clearly all enquiries, transactions and proceedings regarding the debt settlement progress.
- vi. Negotiate and manage reasonable debt repayment plans with the debtors to ensure full debt recovery.
- vii. Upon instruction, as it may be necessary from time to time depending on the debt being handled,-write necessary demand letter(s) to assist in recovery of the debt.
- viii. To identify and evaluate the possible write offs of outstanding debts that prove to be completely unrecoverable with reasons detailing why a write off of the said debts should be considered as per NCA Finance policy, relevant Government policies and Public Finance Management Act.

### **3. Reporting**

Prepare monthly debtor statements for all the outstanding debts and share the same with the debtors and finance department.

### **4. Other expectations**

- i. Offer advisory and training of the authority officers on efficient debt collection methods which will include among others protocol, customer service , leadership and ethics

### **5. Expectation from the Authority**

- i. To provide the list of debtors and any other necessary information
- ii. To issue a formal contract and an appointment letter to the successful bidder
- iii. To provide contact person(s)



## **6. Engagement period**

The engagement period shall be 2 (Two years) commencing immediately from the date of signing the contract.

**EVALUATION CRITERIA**

Evaluation of dully submitted tenders will be conducted along the following three main stages:

**EVALUATION CRITERIA: MANDATORY REQUIREMENTS**

<p><b>5.3</b></p>	<ul style="list-style-type: none"> <li>(i) Provide Company Profile</li> <li>(ii) Copy of certificate of incorporation/registration.</li> <li>(iii) Copy of the valid current tax compliance certificate;</li> <li>(iv) Dully filled, signed &amp; stamped confidential business questionnaire</li> <li>(v) Dully filled, signed &amp; stamped form of tender.</li> <li>(vi) Copy of Valid Single Business permit from County government 2018</li> <li>(vii) Two years audited accounts( 2015 &amp; 2016)</li> <li>(viii) Submit a dully filled, signed and stamped self-declaration form in the format provided</li> <li>(ix) Dully filled, signed and stamped Anti-Corruption Declaration Commitment /Pledge form.</li> <li>(x) 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.</li> </ul>
<p><b><u>Note: Bidders MUST meet all the mandatory Requirements to proceed for Technical Evaluation</u></b></p>	
	<p><b><u>TECHNICAL EVALUATION</u></b></p>
	<p><b><u>Max. Score</u></b></p>
<p>(i)</p>	<p><b>Specific experience of the firm relevant to the assignment</b> (<i>Attach LSO/ Contract / completion certificate</i>)</p> <ul style="list-style-type: none"> <li>a) General Experience in carrying out consultancy- (<i>2 marks each maximum 4marks</i>)</li> <li>b) Specific Similar experience in debt collection- (<i>4 marks each maximum 16 marks</i>)</li> </ul> <p><b>20</b></p> <ul style="list-style-type: none"> <li>c) Recommendation letters from four (4) clients on their letterheads – (<i>Three (3) points for every letter, max twelve (12) points</i>)</li> </ul> <p><b>12</b></p>
<p>(ii)</p>	<p>Appropriateness of the methodology and work schedule and the completeness of the description of the same in relation to the TORs, particularly with respect to the outlined objectives.</p> <ul style="list-style-type: none"> <li>a) Technical approach and methodology (<i>4 marks</i>)</li> <li>b) Bidders additional suggestions &amp; proposals on the TORs (<i>4 marks</i> )</li> <li>c) Organization and Staffing (<i>4 marks</i>)</li> </ul> <p><b>16</b></p>

	d) Understanding & conformity to the TOR (4 marks)																	
(iii)	<b>Key professional staff qualifications and competence for the assignment</b> <b>Team Leader;</b> a) Experience in similar consultancy services, (Attach CV in format provided) (prorate 1 mark for each year up to a maximum of 8 years)	8																
(iv)	<b>Education Qualification Team Leader</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"> <ul style="list-style-type: none"> <li>• An MBA or Master’s degree in relevant field(law, accounting) from a recognized university – (6 marks)</li> </ul> </td> <td style="width: 20%; text-align: center;">6</td> </tr> <tr> <td> <ul style="list-style-type: none"> <li>• Bachelor’s Degree in relevant discipline from a recognized university(law,accounting) – (4 marks)(Attach certificates)</li> </ul> </td> <td></td> </tr> <tr> <td> <ul style="list-style-type: none"> <li>• Professional certification (CPA,ACCA or CPS (Attach certificates ) (5 marks)</li> </ul> </td> <td style="text-align: center;">5</td> </tr> </table> <b>Two Other Senior Staff</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"> <ul style="list-style-type: none"> <li>• Bachelor’s Degree in relevant field(law,accounting) from a recognized university – (5 marks each)(Attach certificates)</li> </ul> </td> <td style="width: 20%; text-align: center;">10</td> </tr> <tr> <td> <ul style="list-style-type: none"> <li>• Diploma in relevant field from a recognized college – (3 marks each)(Attach certificates)</li> </ul> </td> <td></td> </tr> <tr> <td> <ul style="list-style-type: none"> <li>• Experience in debt collection, (Attach CV in format provided) (prorate 1 mark for each consultancy up to a maximum of 6 for each staff)</li> </ul> </td> <td style="text-align: center;">12</td> </tr> <tr> <td> <b>Audited Accounts – Liquidity Ratio</b> <ul style="list-style-type: none"> <li>• Greater than 2:1 (3 marks each year up to a maximum of 6 marks)</li> <li>• Equal to 2:1 (2 mark each)</li> <li>• Less than 2:1 ( 0 mark)</li> </ul> </td> <td style="text-align: center;">6</td> </tr> <tr> <td>Proposed Schedule of debt collection (Table of implementation)</td> <td style="text-align: center;">5</td> </tr> </table>	<ul style="list-style-type: none"> <li>• An MBA or Master’s degree in relevant field(law, accounting) from a recognized university – (6 marks)</li> </ul>	6	<ul style="list-style-type: none"> <li>• Bachelor’s Degree in relevant discipline from a recognized university(law,accounting) – (4 marks)(Attach certificates)</li> </ul>		<ul style="list-style-type: none"> <li>• Professional certification (CPA,ACCA or CPS (Attach certificates ) (5 marks)</li> </ul>	5	<ul style="list-style-type: none"> <li>• Bachelor’s Degree in relevant field(law,accounting) from a recognized university – (5 marks each)(Attach certificates)</li> </ul>	10	<ul style="list-style-type: none"> <li>• Diploma in relevant field from a recognized college – (3 marks each)(Attach certificates)</li> </ul>		<ul style="list-style-type: none"> <li>• Experience in debt collection, (Attach CV in format provided) (prorate 1 mark for each consultancy up to a maximum of 6 for each staff)</li> </ul>	12	<b>Audited Accounts – Liquidity Ratio</b> <ul style="list-style-type: none"> <li>• Greater than 2:1 (3 marks each year up to a maximum of 6 marks)</li> <li>• Equal to 2:1 (2 mark each)</li> <li>• Less than 2:1 ( 0 mark)</li> </ul>	6	Proposed Schedule of debt collection (Table of implementation)	5	6  5  10  12  6  5
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	<b>Total points</b>	<b>100</b>																
	<b>The minimum technical score required to pass is:70 %</b>																	

## FINANCIAL EVALUATION

The lowest evaluated bidder on commission basis after surpassing the minimum technical score shall be recommended for award

## **SECTION VI - STANDARD FORMS**

1. Form of tender
2. Confidential Questionnaire form
3. Self-declaration form
4. Anti-corruption declaration commitment/pledge
5. Service Provider's Organization and Experience
6. Service Provider's Experience
7. Comments and Suggestions on the Terms of Reference
8. Team Composition and Task Assignments
9. Format of Curriculum Vitae (CV) for Proposed Professional Staff
10. FORM RB 1

**FORM OF TENDER**

Date \_\_\_\_\_

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

To.....

*[Name and address of procuring entity]*

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos..... the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide debt collection services in conformity with the said tender documents on a commission basis of ..... percent *[total tender or such other sums as may be ascertained in accordance with the cost Schedule of Prices attached herewith and made part of this Tender.*
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the terms of reference.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of .....*[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[In the capacity of]*

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

**Part 1 General**

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

	<b>Part 2 (a) – Sole Proprietor</b>																				
	Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details.....																				
	<b>Part 2 (b) – Partnership</b>																				
	Given details of partners as follows																				
	<table border="0" style="width: 100%;"> <thead> <tr> <th style="width: 25%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 25%;">Citizenship details</th> <th style="width: 25%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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1. ....	.....	.....	.....																		
2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	<b>Part 2 (c) – Registered Company</b>																				
	Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows																				
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1. ....	.....	.....	.....																		
2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	Date.....Signature of Candidate.....																				

**SELF-DECLARATION FORM**

Date \_\_\_\_\_

To:

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

The tenderer i.e. (name and address) \_\_\_\_\_

\_\_\_\_\_ Declare the following:

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

Name.....

Title.....

Signature.....

Date.....

Official Stamp.....

(To be signed by authorized representative and officially stamped)

**ANTI-CORRUPTION DECLARATION COMITMENT/ PLEDGE**

*(Sections 62 of the PPD Act, 2015)*

I/We/Messrs.....

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

.....

Contact/Phone/E mail.....

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

I/We.....

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

Tender/Tender No .....

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

Authorized Signature.....

Name of Signatory.....

Title of Signatory .....

Official Stamp.....



## **Service Provider's Organization and Experience**

---

### **A - Service Provider's Organization**

*[Provide here a brief description of the background and organization of your firm/entity and each expert for this assignment.]*

## B – Service Provider’s Experience

### At least Five (5) Relevant Assignments carried out in the Last Five Years That Best Illustrate Qualifications

*[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment (**Attach letters of awards, Contracts and completion certificates as proof of evidence**)]*

Assignment name:	Approx. value of the contract (in KShs.):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N <sup>o</sup> of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro):
Start date (month/year): Completion date (month/year):	N <sup>o</sup> of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm’s Name: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

**Comments and Suggestions on the Terms of Reference and on data,  
services and Facilities to be provided by the Client**

**A - On the Terms of Reference**

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]*

## Team Composition and Task Assignments

---

<b>Professional Staff</b>				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

<b>Support Staff</b>				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

## Format of Curriculum Vitae (CV) for Proposed Professional Staff

---

1. **Proposed Position** *[only one candidate shall be nominated for each position]:* \_\_\_\_\_
  
2. **Name of Firm** *[Insert name of firm proposing the staff]:* \_\_\_\_\_  
\_\_\_\_\_
  
3. **Name of Staff** *[Insert full name]:* \_\_\_\_\_
  
4. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_
  
5. **Education** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* \_\_\_\_\_  
\_\_\_\_\_
  
6. **Membership of Professional Associations:** \_\_\_\_\_  
\_\_\_\_\_
  
7. **Other Training** *[Indicate significant training since degrees under 5 - Education were obtained]:* \_\_\_\_\_  
\_\_\_\_\_
  
8. **Countries of Work Experience:** *[List countries where staff has worked in the last ten years]:* \_\_\_\_\_  
\_\_\_\_\_
  
9. **Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:* \_\_\_\_\_  
\_\_\_\_\_
  
10. **Employment Record** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*  
  
From *[Year]*: \_\_\_\_ To *[Year]*: \_\_\_\_\_  
Employer: \_\_\_\_\_  
Positions held: \_\_\_\_\_

<p><b>11. Detailed Tasks Assigned</b></p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p><b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b></p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--	--

**13. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of staff member or authorized representative of the staff]* *Day/Month/Year*

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

**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**