



## **REQUEST FOR PROPOSAL FOR**

**CONSULTANCY FOR PROVISION OF INTERNATIONAL  
WELDING SKILLS UP TO AND INCLUDING MASTER  
WELDER LEVEL IN THE REPUBLIC OF KENYA FOR  
DISENGAGED VULNERABLE YOUTH**

**TENDER NO NITA/20/2017-2018**

**NATIONAL INDUSTRIAL TRAINING AUTHORITY (NITA)  
P.O. BOX 74494 - 00200  
NAIROBI COMMERCIAL STREET,  
INDUSTRIAL AREA,  
[www.nita.go.ke](http://www.nita.go.ke)**

**SUBMISSION DEADLINE – 3/7/2018 10.00A,M EAST AFRICAN TIME**

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## SECTION I - LETTER OF INVITATION

Date 12/6/2018

TO: (Name and Address of Consultants)

Dear Sir/Madam,

RE: INTERNATIONAL TENDER FOR CONSULTANCY SERVICES FOR PROVISION OF WELDING SKILL UP TO AND INCLUDING MASTER WELDING LEVEL IN THE REPUBLIC OF KENYA FOR DISENGAGED VULNERABLE YOUTHS

National Industrial Training Authority (NITA) Athi River has partnered with the Ministry of Education who has received a grant from African Development Bank (AfDB) to provide training welding skills training for the disengaged vulnerable youths from the Republic of Kenya.

The consulting services (“the Services”) is for the ***PROVISION OF WELDING SKILLS UP TO AND INCLUDING MASTER WELDER LEVEL IN THE REPUBLIC OF KENYA FOR DISENGAGED VULNERABLE YOUTHS*** which comprises of fifteen (15) months competency based training and industrial attachment with private and public employers.

The objective of the project is to increase employment opportunities for disengaged vulnerable youths through provision of welding and sheet metal fabrication skills. The main beneficiaries are disengaged and vulnerable youths aged between 18 to 35 years. The minimum level of education will be KCSE mean grade C- for beginners (formal) but will be waived for youths who possess the necessary competencies achieved from working in the informal sector (‘Jua Kali’). NITA will profile the eligible youths who will be admitted in three cohorts a year each running for a period of three months. The training will be conducted in NITA Athi River and subsequently up scaled to other NITA Industrial Training Centres in Kisumu, Nairobi and Mombasa. This will be done by contracted consultants and will be administered in three levels I, II and III for a period of fifteen (15) months. This is inclusive of three months industrial attachment at the end of Levels I and II which will be coordinated by NITA. Successful trainees will be awarded an internationally recognized certificate at the end of each level. The project aims to reach out to 150 disengaged and vulnerable youths per year for the next five (5) years.

Detailed Terms of Reference describing the services to be offered may be obtained from the NITA website [www.nita.go.ke](http://www.nita.go.ke)

NITA is to procure a consultant to provide skills training in Welding and Sheet Metal Fabrication and coordinate award of internationally recognized certificate.

NITA Athi-River now invites eligible consulting firms/consortiums (“Consultants”) to indicate their interest in providing the Services. Interested Consultants should provide information demonstrating that they have the required qualifications and relevant experience to perform the Services.

Details of the required information can be downloaded FREE OF CHARGE from [www.nita.go.ke](http://www.nita.go.ke) or [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke)

Prices quoted should be net inclusive of all taxes, must be expressed in Kenya shillings or US Dollar and shall remain valid for a period of 120 days from the closing date of the Proposal. Each copy of technical and financial proposal shall be paginated serially, prior to submission.

Completed tender documents MUST be enclosed in plain sealed envelopes, marked with the Tender Number and Name and be deposited in the tender box provided at NITA Offices, 1st Floor, main Office Block B, Commercial Street, Industrial Area Nairobi and to be addressed to,

The Director-General,

**National Industrial Training Authority,**

Commercial street, Industrial Area,

P. O. Box 74494-00200

NAIROBI

So as to be received on or before **Tuesday, 3rd July, 2018** at 10.00 AM East African Time.

Tenders will be opened immediately thereafter in the presence of the tenderers’ representatives who choose to attend the opening at the Board Room, Block “B” 1<sup>st</sup> Floor at Commercial street, Industrial Area.

You are informed that it is not permissible to transfer this invitation to any other Consultant. A consultant will be selected under the Quality and Cost Based Selection Method described in this RFP, in accordance with the policies established in the Public Procurement and Asset Disposal Act [PPDA] 2015

NITA reserves the right to accept or reject any tender and may 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.

## SECTION II – INFORMATION TO CONSULTANTS (ITC)

### 2.0. General Provisions - Definitions

- (i) “Client” means the National Industrial Training authority (NITA).
- (ii) “Consultant” means the firm that has signed the contract with NITA.
- (iii) “Contract” means a legally binding written agreement signed between NITA and the Consultant and includes all the attached documents listed in Conditions of Contract.
- (iv) “Personnel” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the shortlisting the Consultant’s invited to submit proposals.
- (v) “Non-Key Personnel” means an individual professional provided by the Consultant who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (vi) “Proposal” means the Technical and Financial Proposal of the Consultant.
- (vii) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (viii) “TORs” means the “Terms of Reference” that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of NITA and the Consultant, and expected results and deliverables of the assignment.

## 2.1 Introduction

- 2.1.1 The Client named in 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.
- 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 NITA 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 NITA 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 NITA 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 NITA are not reimbursable as a direct cost of the assignment; and (ii) NITA is not bound to accept any of the proposals submitted.
- 2.1.6 NITA’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 There is no price to be charged for the RFP document .
- 2.1.8 The procuring entity shall allow the tenderer to download the RFP document free of charge

## **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, or electronic mail to NITA's address indicated in the Appendix "ITC". NITA will respond by 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, NITA 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. NITA 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. Firms associating in contravention of this requirement shall automatically be disqualified.

In all cases the shortlisted firm must ensure that proposed key staffs are not appearing on the proposal of any other shortlisted firm. Firms with proposed key staff in contravention of this requirement shall automatically be disqualified.

(ii) For assignments on a staff-time basis, the estimated number of professional stafftime 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 has an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in the Appendix to Information to Consultants, 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 NITA.
- (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 five (5) 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 120 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. NITA will make his best effort to complete negotiations within this period. If NITA 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; shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
- 2.5.2 For each proposal, the Consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked “**ORIGINAL**” or “**COPY**” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3 The Tenderer is required to serialize all pages for each bid submitted
- 2.5.4 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 is clearly marked, **“DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.”**

2.5.5 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.

2.5.6 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 NITA 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 NITA 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 NITA 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 indicated in the Appendix to information to consultants.

Each responsive proposal will be given a technical score (St). Actual score points are provided in the Appendix “ITC”. 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, NITA 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. NITA 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. NITA 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 subclause 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 = 1) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:-  $S = St \times T \% + Sf \times P \%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

2.8.6 The tender evaluation committee shall evaluate the tender within 30 days 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 NITA 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 NITA ” 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. NITA 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 NITA 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, NITA expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, NITA will require assurances that the experts will be actually available. NITA 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 NITA and the selected firm will initial the agreed Contract. If negotiations fail, NITA will invite the firm whose proposal received the second highest score to negotiate a contract.
- 2.9.6 NITA 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, NITA 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 NITA may at any time terminate procurement proceedings prior to notification of tender award and shall not be liable to any person for the termination.

2.10.5 NITA shall give notice of the termination to all persons who submitted tenders of the termination within fourteen days of termination and such notice shall contain the reason for termination.

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 NITA 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/she has not and will not be involved in corrupt or fraudulent practices.

2.12.2 NITA 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

2.1 The name of client is: **National Industrial Training Authority (NITA)**

2.1.1 The method of selection is: **Quality and Cost Based Selection Method**

2.1.2 Technical and Financial Proposals are requested: **Yes in separate envelopes labeled and sealed appropriately.**

The name of the assignment: **Consultancy Services to Conduct a welding skills up to and including master welding level in the Republic of Kenya for disengaged vulnerable youths at National Industrial Training Authority Athi-River. The Scope of services is detailed in the terms of reference.**

The objective of the assignment:

2.1.3 A pre-proposal conference will be held: **NO**

**All enquiries regarding the RFP and the assignment can be made to:**

The name(s), address(es) and telephone numbers of NITA's official(s) are:

**The Director General,  
National Industrial Training Authority,  
Commercial Street, Industrial Area  
P. O. Box 74494-00200  
NAIROBI**

**Tel: +254 (020) 2695586/9  
E-mail: [directorgeneral@nita.go.ke](mailto:directorgeneral@nita.go.ke)**

2.1.4 NITA will provide the following inputs:

**Relevant data and documentation for the program, any letters of introduction of the consultant as may be requested and be responsible for conference facilities for dissemination of findings. However, the client shall not provide administrative support services to the consultant such as transport, computers, printers, materials etc.**

Additional information in the Technical Proposal includes: **NONE**

2.1.5 Price Charged for RFP Document: **NO CHARGE**

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.

2.3.3 The estimated number of professional staff months required for the assignment is;  
**Fifteen (15) months**

2.3.4 Training is a specific component of this assignment: **Yes.**

2.4.2 Reimbursable expenses costs **Not Applicable**

2.4.2 Taxes: **All applicable taxes to be included in the Financial Proposals**

2.5.2 Consultants must submit an original and additional **TWO (2 No.)** copies of **The technical proposal.** Consultants must submit an original and additional **TWO (2 No.)** copies of the **financial proposal.**

2.5.4 The proposal submission address is:

**The Director-General  
National Industrial Training Authority  
Commercial Street, Industrial Area  
P. O. Box 74494-00200  
NAIROBI**

**Tel: +254 (020) 2695586/9**

**E-mail: [directorgeneral@nita.go.ke](mailto:directorgeneral@nita.go.ke)**

Information on the outer envelope should also include:

**The Director General  
National Industrial Training Authority  
Commercial street, Industrial Area  
P.O. Box 74494-00200  
Nairobi, KENYA.**

and the information; PROPOSAL FOR PROVISION OF WELDING SKILLS UP TO AND INCLUDING MASTER WELDING LEVEL IN THE REPUBLIC OF KENYA FOR DISENGAGED VULNERABLE YOUTHS. (RFP NITA/20/2017-2018 marked, “ DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE

2.5.5 Proposals must be submitted no later than Tuesday 3rd July, 2018 10.00 A.M East African Time.  
A.M.

2.6.1 The address to seek any information to NITA is:

The Director General, Technical Services  
Commercial Street, Industrial Area  
1st Floor, Block “B” NITA  
P. O. Box 74494-00200  
**NAIROBI**

Tel: +254 (020) 2695586/9

E-mail: [directorgeneral@nita.go.ke](mailto:directorgeneral@nita.go.ke)

### **EVALUATION CRITERIA TO BE USED TO EVALUATE THE PROPOSALS**

- Stage 1: Compliance with Mandatory Requirements;
- Stage 2: Compliance with Technical Requirements(TORs);
- Stage 3: The Financial Evaluation ;
- Stage 4: Making Recommendation;

#### **Stage 1: Compliance with the Mandatory Requirements (MR)**

The first stage of the evaluation will involve determination of responsiveness to the mandatory requirements of the Request to Proposal that will include;

<b>NO.</b>	<b>REQUIREMENTS</b>	<b>PROVIDED</b>	<b>NOT PROVIDED</b>	<b>REMARKS</b>
<b>1</b>	Company profile, company history, services, affiliations etc.			
<b>2</b>	Submit certificate of registration/incorporation			
<b>3</b>	Submit a valid tax compliance certificate			
<b>4</b>	Original and a copy of tender documents ( i.e one (1) original and one(1) copy).			
<b>5</b>	Firms that bid jointly should provide consortium agreements between the parties, with the roles of each party clearly defined.			



6	Provide a Certificate of registration from recognised professional body.			
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The second stage will involve technical evaluation of **ONLY** the bids that meet **ALL** the Mandatory Requirements in stage one.

### Stage 2: Compliance with the Technical Requirements

The proposals shall be evaluated using the following criteria and score points:

Criteria	Description	Weight Factor (Total 100%)	Marks awarded
Specific Experience of the Consultant (Firm) related to the Assignment	<ul style="list-style-type: none"> <li>Undertaken a similar a project requiring vocational training within the Sub-Saharan region Over -5 Projects 10Mrks</li> </ul>	10	
	<ul style="list-style-type: none"> <li>Below 5Projects 4 Mrks</li> </ul>	10	
	<ul style="list-style-type: none"> <li>Alead consultant and other three (3) consutants</li> </ul>	20	
	<ul style="list-style-type: none"> <li>Lead Consultant and Two (2) other Consultants</li> </ul>		
<ul style="list-style-type: none"> <li>At least five (5) number related assignments undertaken in the last 5 years ( List assignments, respective clients and dates) Attach Evidence, agreements/contracts LSOs etc. Each relevant assignment- 4 Mrks</li> </ul>			
<ul style="list-style-type: none"> <li>Below 5 assignment – 0 Mrks</li> </ul>			

Specific Experience and Academic qualification of Key technical personnel in the assignent (Attach CVs & Academic professional Certificates	<ul style="list-style-type: none"> <li>• Over 5 years experience in welding and Fabrication -5Mrks Below 5 years -0 Mrks</li> <li>• Masters Degree in Mechanical Engineering Production - 5 Mrks</li> <li>• Over 5 years experience in Similar Assignment -5Mrks Below 3 years -0 Mrks</li> <li>• Diploma or equivalent in mechanical engineering, Automotive engineering, production technology, welding and sheet metal fadrication- 5 Mrks</li> <li>• Accrediatation by an international welding certification body- 5 Mrks</li> <li>• Below Diploma Certificate -0Mks</li> </ul>	5  10  5  5  5	
• Lead Trainer – Experience			
• Inspector/ Experts			
Globally Accredited Assessment Tools	Demonstration of Possession of globally accredited and/ or certified assessment tool for welding and Febrication test (Prvide evidence of accreditation )	5	
<u>Methodology</u> Adequacy of the proposed work plan and methodology in responding to the terms of reference	Approach to the consultancy adequacy of the work plan – 10 Mrks Composition, qualifications and experience of the preliminay interview panels -5 Mrks Turn around time -5Mrks	20	
Financial Stability	Provide evidence of relevant resources and Audited financial statements for the two current consecutive years 2016 and 2017	5	
<b>Total Score</b>		<b>100</b>	

**The minimum Technical Points (TP) required to pass is: 70 Points**

The minimum technical score required to qualify for financial evaluation shall be 70 Marks

Financial proposals for bidders who do not attain the minimum score will be returned Unopened including bidders disqualified at preliminary’

All firms that score 70 Marks and above will be termed qualified and their financial proposals will be opened

**(C) The Financial Proposal Evaluation.**

The Financial proposals of qualified firms will be opened and checked for any arithmetical errors and any anomalies. .

2.8.1 The opening date of the financial proposal shall be the date indicated in the notification letter.

2.8.5 Alternative formulae for determining the financial scores is the following: N/A  
The Combined Technical And Financial Scores Shall Be Determined Using The Formula In Clause 2.8.5. The Weights Given To The Technical And Financial Proposals Are:

$$T = 0.80$$

$$P = 0.20$$

The lowest Bidder May Be Invited by the Authority for Negotiations.

The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-  $S_f =$

$100 \times \frac{FM}{F}$  where Sf is the financial score; FM is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P= the weight given to the Financial Proposal; T + p = 1) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:-  $S = S_t \times T \% + S_f \times P \%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

2.10.2 The assignment is expected to commence at Nairobi, Kenya when due for execution or as shall be informed.

### **SECTION III: - TECHNICAL PROPOSAL**

Notes on the preparation of the Technical Proposals

#### **TECHNICAL PROPOSAL FORMS**

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.

1. TECHNICAL PROPOSAL SUBMISSION FORM

REF NO RFP NITA /20/2017-2018

Dated 13/6/2018

TO:

The Director General,  
National Industrial Training Authority,  
Commercial Street, Industrial Area  
1st Floor, Block "B" NITA  
P. O. Box 74494-00200  
NAIROBI

Tel: +254 (020) 2695586/9

E-mail: [directorgeneral@nita.go.ke](mailto:directorgeneral@nita.go.ke)

Dear Sir,

REF: TECHNICAL PROPOSAL FOR PROVISION OF WELDING SKILLS UP TO AND INCLUDING MASTER WELDING LEVEL IN THE REPUBLIC OF KENYA FOR DISENGAGED VULNERABLE YOUTHS

We, the undersigned, offer to provide the consulting services for the Development of a welding skills up to and including master welding level in the Republic of Kenya for disengaged vulnerable youths at National Industrial Training Authority (Athi-River) in accordance with your request for proposals dated 12/6/2018. We are hereby submitting our Technical Proposal, in response to your invitation to us to submit a technical proposal and a financial proposal.

We hereby declare that:

- (a) All the information and statements made in this Technical Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by NITA.
- (b) Our Proposal shall be valid and remain binding upon us for the period of 120 days from the date of tender/proposal opening.
- (c) We have no conflict of interest as indicated in Section 7-9 of the Information to Consultants.
- (d) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of Kenya

(e) We undertake to negotiate a Contract on the basis of the technical proposal to carry out the assignment. We accept that there will be no substitution of key personnel for reasons, other than those stated in Section 7-9 of the Information to Consultants which may lead to the termination of Contract negotiations and even the contract itself.

(g) Our Proposal is binding upon us and it is subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in the negotiated contract. We understand that NITA is not bound to accept any Proposal that it receives.

We remain, Yours  
Sincerely,

Authorized Signature \_\_\_\_\_  
Name of Consultant \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Contact phone \_\_\_\_\_

Contact e- \_\_\_\_\_ mail  
address):

STAMP OR SEAL \*\*\*\*\*

## 2. FIRM'S REFERENCES

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

Provide a section on the profile of the firm, including relevant experience on services carried out over the last five years, indicating the actual contracts carried out, the estimated costs, and their references (person who can be contacted, telephone number and email address). Using the format below, provide information on each assignment (not less than three assignments) for which your firm either individually, as a corporate entity or in association, was legally contracted and provide supporting documentary evidence.

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

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

Provide and justify here any modifications or improvement to the Terms of Reference 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. Also provide comments on counterpart staff and facilities to be provided by NITA to improve performance in carrying out the assignment.

#### On the Terms of reference:

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

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

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

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

Provide a section on Approach, Methodology and Work plan for performing the assignment that should include:

- (a) Technical Approach and Methodology,
- (a) Work Plan, and
- (b) Organization and Staffing,

(a) Technical Approach and Methodology. In this chapter the Consultant should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. The Consultant should highlight the problems being addressed and their importance, and explain the technical approach the Consultant would adopt to address them. The Consultant should also explain the methodologies proposed to adopt and highlight the compatibility of those methodologies with the proposed approach.



(b) Work Plan. In this chapter the Consultant should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by NITA), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports and tables to be delivered as final output, should be included here. The work plan should be consistent with the “ACTIVITY (WORK) SCHEDULE FORM” on Paragraph 6 below.

(c) Organization and Staffing. In this chapter the Consultant should propose the structure and composition of the Consultant’s team. The Consultant should list the main disciplines of the assignment, the key personnel responsible, and proposed technical and support staff. In addition to describing the structure and composition of the Consultant’s team, the Consultants shall summarize it on the Staffing Form below.

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

STAFFING FORM

	Name of Key Personnel	Position	Tasks	Time required for assignment
1		Team Leader		
2		Inspector		
3		Expert 1		
4		Expert 2		
	Name of Non-Key Personnel			
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

## 6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

The Consultant shall provide a signed CV of each of the Key Personnel on the Format of Curriculum Vitae for individual Consultants outlined below.

### (a) Identification

1. Full Names:  
(End with Family Name)
2. Date of birth: \_\_\_\_\_ 3.  
Nationality \_\_\_\_\_
4. Marital status: \_\_\_\_\_
5. Years of Working experience: from \_\_\_\_\_ to \_\_\_\_\_
6. Present Position \_\_\_\_\_
7. Key Personnel position in the Proposal \_\_\_\_\_

### (b) Education

	Institution / Dates	Degree(s) or Diploma(s) obtained:
1		
2		
3		
4		
5		
6		

### (c) Language skills

Indicate competence on a scale of 1 to 3 (1 -excellent; 2 – Good, 3 - Fair)

	Language	Reading	Speaking	Writing
1				
2				
3				
4				

### (d) Membership of Professional Bodies



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

## 7. ACTIVITY TIME SCHEDULE FOR THE ASSIGNMENT

The Consultant will prepare an activity schedule that will take care of all phases of the assignment, i.e. document review, field work and assembling of information and writing the reports. The Consultant will organize work Teams and time table to complete this field work, including all associated travel/field costs. To this end, the Consultant will prepare an activity that would closely follow (but not necessarily be same as) the “Activity (Work) Schedule Format” below. The Consultant should derive these activities from the TOR, e.g. sampled contracts, Inception Report, field work, monthly reports, draft report, final report, etc. in sufficient detail. The TOR envisages about 5 travel clusters. A few shading examples are provided for easy reference on the Table below.

Activity (Work) Schedule Format

	ACTIVITY	Number of Staff require	Number of Weeks require	Months							
				July – Sept	October- Dec	Jan- March	April- June	6	7	8	
1											
2											
3											
4											
5											
6											
7											

**SECTION IV: - FINANCIAL PROPOSAL**

The Consultant shall complete this form and submit it as part of the Consultant’s proposal, attaching all financial submissions as required herein and in the financial proposal forms provided.

**1. FINANCIAL PROPOSAL SUBMISSION FORM**

REF NO RFP NITA/20/2017-2018)

Dated **12/6/2018**

TO:  
The Director General  
National Industrial Training Authority  
P.O Box 58535 – 00100  
Nairobi

Dear Sir,

REF: FINANCIAL PROPOSAL TO DEVELOP A CONSULTANCY SERVICE FOR PROVISION OF WELDING SKILL UP TO AND INCLUDING MASTER WELDER LEVEL IN THE REPUBLIC OF KENYA FOR DISNGAGED VULNERABLE YOUTH TO NITA ATHI- RIVER

(a) We, the undersigned, offer to provide the consulting services for the Development of Consultancy Service for the provision of welding skill up to and including Master Welding Level in the Republic of Kenya for Disngaged Vulnerable Youth to NITA-Athi- in accordance with your request for proposals dated 13/6/2018 and our Technical Proposal. We are hereby submitting our Financial Proposal, in response to your invitation to us to submit a technical proposal and a financial proposal. Our attached Financial Proposal is for the sum of (In words)

Shillings.....  
.....

(In figures) Shillings ..... This amount is inclusive of all taxes levied in Kenya or in other countries, which shall be identified during negotiations and shall be added to the contract price.

(b) Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. Proposals must remain valid for 120 days after the submission date as indicated in the instructions to Consultants.

(c) No commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are allowed in our price proposal.

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

We remain, Yours  
Sincerely,

Authorized Signature \_\_\_\_\_

Name of Consultant \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Contact phone \_\_\_\_\_

Contact e-mail address): \_\_\_\_\_

STAMP OR SEAL \*\*\*\*\*

2 **BREAKDOWN OF CONTRACT PRICE** (All costs in Kenya Shillings inclusive of all taxes, insurances, overheads and profit).

(a) Fee Remuneration

	KEY PERSONNEL	POSITION	Rate Per Day	Time input in days for Part I	Time input in days for Part II	Total time input (days)	total cost	comments (if any)
1		Lead Trainer						
2		Inspector						
3		Expert 1						
4		Expert 2						
NON-KEY PERSONNEL								
1								
2								
3								
4								
5								
6								
7								
8								
2 DAYS GROUP TRAINING OF RELEVANT OFFICERS (APPROX. 30 PAX)								
10								
SUB-TOTAL A							XXXXX	



(b) Reimbursable Costs (Not Applicable)

	ITEM	TOTAL COST (KSH)	COMMENTS
1	Hotel costs, Per diems and subsistence allowances		
2	Local Transport costs		
3	International and local flights		
4	Communication costs		
5	Drafting, reproduction of copies of final reports, including for meetings and workshop		
6	Use of computers, software, Equipment, instruments,		
7	Office rent, clerical assistance, etc.		
8	Cost of Validation Workshop, Nairobi, and one day		
9	Miscellaneous expenses		
10	Insurance cover		
11	Other (specify if any)		
12	Other (specify if any)		
13	Other (specify if any)		
14	Other (specify if any)		
15	Other (specify if any)		
	<b>SUB-TOTAL B</b>	xxxxxxx	
	<b>TOTAL COST FOR A+B</b>	xxxxxxx	
	Add for Profit and overheads	xxxxxxx	
	<b>TOTAL COST CARRIED TO FINANCIAL SUBMISSION FORM</b>	xxxxxxx	

Total cost from Tables (b) (in words) .....

.....

.....) Signed..... (Consultant) Date .....

## SECTION V: - TERMS OF REFERENCE

### PROVISION OF CONSULTANCY SERVICES TO DEVELOP WELDING SKILLS UP TO AND INCLUDING MASTER WELDING LEVEL IN THE REPUBLIC OF KENYA FOR DISENGAGED VULNERABLE YOUTHS

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#### 5.1 BACKGROUND AND RATIONALE

- 5.1.1. National Industrial Training Authority (NITA) Athi River has partnered with the Ministry of Education who has received a grant from African Development Bank (AfDB) to provide training welding skills training for the disengaged vulnerable youths from the Republic of Kenya. The objective of the project is to increase employment opportunities for disengaged vulnerable youths through provision of welding and sheet metal fabrication skills
- 5.1.2 About 65% of Kenya's population is between 18 to 25 years of age. Most of these youths live in underprivileged communities of slums where they are trapped in poverty, including drugs and alcohol abuse exposing them to crime and other social ills.
- 5.1.3 There is increased demand for certified skilled welders to support the emerging oil and gas sector and extensive investment in road and railway system. Currently the number of certified welders in Kenya by the International Institute of Welders (IIW) is unknown. Welders working in the above infrastructural projects are sourced from other countries notably China, India and the Philippines.
- 5.1.4 Most of the youth find their way into the informal sector ('Jua Kali') where the quality of work especially welding standards have been found to be way below standards. A study of different 'Jua Kali' products requiring welding proved that 60% of the sampled welds failed the quality test.
- 5.1.5 The main beneficiaries are disengaged and vulnerable youths aged between 18 to 35 years. The minimum level of education will be KCSE mean grade C- for beginners (formal) but will be waived for youths who possess the necessary competencies achieved from working in the informal sector ('Jua Kali'). NITA will profile the eligible youths who will be admitted in three cohorts a year each running for a period of three months. The training will be conducted in NITA Athi River and subsequently up scaled to other NITA Industrial Training Centres in Kisumu, Nairobi and Mombasa. This will be done by contracted consultants and will be administered in three levels I, II and III for a period of fifteen (15) months. This is

inclusive of three months industrial attachment at the end of Levels I and II which will be coordinated by NITA. Successful trainees will be awarded an internationally recognized certificate at the end of each level. The project aims to reach out to 150 disengaged and vulnerable youths per year for the next five (5) years.

5.1.6 To this end, the Authority seeks a qualified consulting firm to provide skills training in Welding and Sheet Metal Fabrication and coordinate award of internationally recognized certificates

## **5.2 OBJECTIVE**

5.2.1 To develop a training program for welding and sheet metal fabrication for Levels I, II and III

5.2.2 To conduct training to the beneficiary youths from Level I to Level III

5.2.3 To coordinate the assessment and certification of the successfully trained beneficiary youths

5.2.4 To ensure the training facilities and NITA trainers meet the certification requirements of International Institute of Welding (IIW)

## **5.3 SCOPE OF WORK**

**5.3.1** To develop a training program for welding and sheet metal fabrication for Levels I, II and III under the following items:

- i) Develop a training program/plan/curriculum including the training objectives, topics and duration.
- ii) Determine the required training materials, manuals, tools and equipment
- iii) Submit the deliverables in (i) and (ii) above for consideration and approval by NITA

NB: The above activities should be prepared and submitted at least two weeks before the commencement of the training

#### 5.3.2 To conduct training to the beneficiary youths from Level I to Level III

- i) Conduct orientation/induction of beneficiary youths in preparation for the training
- ii) Carry out training of the beneficiary youths in welding and sheet metal fabrication three (3) months each for Levels I, II and III
- iii) Prepare the trained beneficiary youths for three (3) months industrial attachment after training Levels I and II .
- iv) Conduct random assessment of trainees in industry and prepare a report
- v) Prepare appropriate training models/media to facilitate training delivery

#### 5.3.3 To coordinate the assessment and certification of the beneficiary youths

- i) Prepare an assessment plan on acquired skills for each cohort during training and during industrial attachment
- ii) Coordinate and develop assessment tools and items for each level
- iii) Coordinate the administration of assessment of trainees during institutional and industrial attachment sessions
- iv) Prepare progress reports for each trainees during training and attachment according to the approved assessment plan
- v) Coordinate award of certificates of competency to successful trainees

5.3.4 To ensure the training facilities and NITA trainers meet the certification requirements of International Institute of Welding (IIW)

- i) Appraise the training facilities and recommend to NITA areas of improvement
- ii) Facilitate accreditation process of NITA facilities to meet the International Institute of Welding (IIW) standards.
- iii) Facilitate capacity building and certification of NITA trainers to meet International Institute of Welding (IIW) accreditation standards.

## 5.4 METHODOLOGY

5.4.1 The training of International Welder will be competency based 90% hands on as well as 10% theory welding & safety. If a participant already has the necessary competence he/she can go for a refresher course and then do the final Level 1 tests. The tests consist of an online theory examination and a practical welding test.

Safety is the first theory module which must be accomplished before being permitted to the welding workshop. The trainees will also be taught components of fabrication to enable them prepare items for welding.

## 5.4 EXPECTED DELIVERABLES/OUTPUTS

The following outputs will be expected from the consultants.

S/No	Activity	Deliverable	Time lines
a)	<b>To develop a training program for welding and sheet metal fabrication for Levels I, II and III</b>		
i)	Develop a training program/plan/curriculum including the training objectives, topics and duration.	Inception report including the following: a) Curriculum b) A list of training materials,	Two weeks after signing of contract and before commencement of training
ii)	Profile the required training materials, manuals, tools and equipment		

iii)	Submit the deliverables in (i) and (ii) above for consideration and approval by NITA	manuals, tools and equipment	
<b>b) To conduct training to the beneficiary youths from Level I to Level III</b>			
i)	Conduct orientation/induction of beneficiary youths in preparation for the training	Orientation/induction materials and report	First day of training
ii)	Carry out training of the beneficiary youths in welding and sheet metal fabrication three (3) months each for Levels I, II and III	A report containing timetables, attendance registers, record of work, completed projects, marks sheets and trainers schedule at the end of Level I, II and III	At the end of every three months after commencement of training
iii)	Prepare the trained beneficiary youths for three (3) months industrial attachment after training Levels I and II	<ul style="list-style-type: none"> <li>• Industrial attachment guidelines and assessment tools for both the trainees and industry</li> <li>• Industrial attachment logbook</li> </ul>	<ul style="list-style-type: none"> <li>• A week before commencement of attachment</li> <li>• After industrial attachment</li> </ul>
iv)	Conduct random assessment of trainees in industry	Industrial attachment assessment report on attaching industry and trainees	Two weeks after each industrial attachment period
v)	Prepare appropriate training models/media to facilitate training delivery	Projects designs, handouts, models, relevant media, manuals	On the training date
<b>c) To coordinate the assessment and certification of the successfully trained beneficiary youths</b>			

i)	Prepare an assessment plan on acquired skills for each cohort during training and during industrial attachment	Assessment plan on acquired skills for each cohort during training and during industrial attachment	One week before the commencement of training
ii)	Coordinate and develop assessment tools and items for each level	Assessment tools and items developed	One week before the commencement of assessment
iii)	Coordinate the administration of assessment of trainees during institutional and industrial attachment sessions	Assessment schedule for training period and during industrial attachment	One week before the commencement of the training period.
iv)	Prepare progress reports for each trainees during training and attachment according to the approved assessment plan	Assessment reports and records	Assessment report every month during training period Assessment report One month after at the end of industrial attachment
v)	Coordinate award of certificates of competency to successful trainees	Certificates of competency awarded to successful trainees	Within one month after completion of training
<b>d) To ensure the training facilities and NITA trainers meet the certification requirements of International Institute of Welding (IIW)</b>			
i)	Appraise the training facilities and recommend to NITA areas of improvement	A report on training facilities and NITA trainers	One week before commencement of training
ii)	Facilitate accreditation process of NITA facilities to meet the International Institute of Welding (IIW) standards.	NITA awarded a certificate of accreditation to meet the International Institute of Welding (IIW) standards	Within one year after the signing of the contract
iii)	Facilitate capacity building and certification of NITA	NITA trainers awarded certificates	Eighteen (18) months after the

	trainers to meet International Institute of Welding (IIW) accreditation standards.	of competence by International Institute of Welding (IIW) after the training	commencement of the training
--	--	--	------------------------------

## 5.5 SERVICES AND FACILITIES TO BE PROVIDED BY NITA

- a. Relevant documentation
- b. Provide letter of introduction
- c. Conference facilities for presentations and meeting rooms for consultations where applicable.

### 5.5.6 Timeframes for the Assignment

Due to the intensity of the training required, the training will have a flexible entry behavior and training period. The program entry behavior will however not deviate from NITA and TVET entry criteria for the training programs of minimum average grade of **C-**. The entry criteria may be waived if the participants possess the necessary competencies achieved from working in formal and non-formal sector (Jua Kali) or other training institutions.

There will be a group of fifty (50) trainees admitted for Level 1 which will take three (3) months followed by an industrial attachment which will also take three (3) months. The trainees will then proceed to Levels 2 and 3 with an industrial attachment after each level.

- Level I will mainly be doing **fillet welding**
- Level II will be doing **plate welding**
- Level III will be doing **pipe welding**

Alongside the welding training, the trainees will training in sheet metal fabrication, Solid Works and CNC programming.

**Table 5: Schedule of cohorts to be admitted for the first year in NITA Athi River**

Level	July - Sept 2018	Oct –Dec 2018	Jan – March 2019	April - June 2019	July - Sept 2019	Oct –Dec 2019
1	Training in centre (50)	Industrial Attachment				
2			Training in centre (50)	Industrial Attachment		



3					Training in centre (50)	Industrial Attachment
---	--	--	--	--	-------------------------	-----------------------

Total number of trainees to be trained up to Level 3 will be fifty (50)

## 5.6 REPORTING ARRANGEMENTS

The Consultant will report to the Director General of National Industrial Training Authority (NITA) as the Client and principal contact for the consultancy, and from whom all necessary approvals will be obtained. The Manager responsible for Monitoring, Evaluation, Research and Advisory Services with the support of identified officers will coordinate the day today running of the consultancy.

## 5.7 QUALITY ASSURANCE REVIEWS OF THE WORK

Quality Assurance of the assignment will be provided in form of regularly reporting as agreed by the parties to the Director General and adherence to schedules and timeframes.

## 5.8 MONITORING PROGRESS OF ASSIGNMENT

The Authority shall monitor and evaluate the progress of the Consultancy through the Contract Management Committee and reports on the deliverables on a regular basis to be agreed upon by the parties. The committee's reports will be submitted to the Director General through the Nita Athi-River Centre Manager as per the activities timelines.

## 5.9 PAYMENTS

A proposed detailed budget must be submitted with a breakdown of technical consultancy fees (days worked), travel costs, documentation and communication.

Payment will be made in installments based upon satisfactory completion of agreed outputs:

- a) The training provider will receive a 15% of the total payment stated in the contract upon signing of the contract, delivery and acceptance of inception report which will include the following:
  - i) Curriculum

ii) A list of training materials, tools and equipment

b) 40 % of the payment will be made upon delivery and acceptance of the following:

i. Orientation/induction materials

ii. A report containing timetables, attendance registers, record of work, completed projects, marks sheets and trainers schedule at the end of Level I, II and III !!

iii. A draft logbook/report containing timetable, record of work, completed projects, mark sheets and trainees schedule at the beginning at level 1.

iv. Draft Industrial attachment guidelines and assessment tools for both the trainees and industry

v. Draft industrial attachment logbook combined with personal logbook (BII)

vi. Draft Industrial attachment assessment report on attaching industry and trainees

( to be written by industry and combined with logbook)

vii. Projects designs ( only for arc welding) and educational materials ad hoc.

c) 15% of the payment will be made upon delivery and acceptance of the following:

i. Assessment plan on acquired skills for each cohort during training and during industrial attachment (Which will part of the logbook)

ii. Assessment tools according to Intentional standards IWW and logbook.

iii. Assessment schedule for training period and during industrial attachment

D) 10% of the payment after level I will be made upon:

i. Certificates of competency awarded to successful trainees after level 1.

E) 10% of the payment after level 2 will be made upon:

i. Certificates of competency awarded to successful trainees after level 2.

- F) 10% of the payment will be made upon delivery and acceptance of the following:
- i. Certificates of competency awarded to successful trainees after level 3.
  - ii. Assisting NITA in achieving a certificate of accreditation to meet the International Institute of Welding (IIW) standards
  - iii. Assisting NITA trainers to be awarded certificates of competence by International Institute of Welding (IIW) after the training .

## 5.11 ESSENTIAL DUTIES AND RESPONSIBILITIES OF THE CONSULTANT

The consultant will:

- (i) Operate from its offices other than in exceptional situations and provide own manpower, work facilities, equipment, stationery, supplies and all operational requirements to carry out the assignment and provide the services required;
- (ii) ensure that there is high quality of service rendered;
- (iii) liaise with the NITA on a regular basis in order to report progress;
- (iv) communicate, in writing, to NITA any issues and/or concerns that may affect performance of the consultancy in the course of the assignment; and
- (v) produce and submit acceptable reports to NITA and perform activities mentioned in the TOR within the agreed timelines.

## 5.12 DURATION OF THE ASSIGNMENT

The duration of the assignment is expected to take fifteen (15) Months.

## 5.13 COMPETENCE AND EXPERTISE REQUIREMENTS

### 5.13.6 FIRM QUALIFICATIONS

The Consulting Firm should demonstrate with supporting documentary evidence that its core business being in the proposed area of assignment, having undertaken a minimum of

three (3) training assignments of similar nature and scope in the last five (5) years; lead trainer with relevant experience and qualifications. Experience in Sub-Saharan Region in similar undertakings. The Consulting firm shall provide all the necessary technical and administrative personnel needed to carry out the services under the contract.

#### **5.13.7 STAFFING**

The consulting firm shall have a mixture of relevant qualifications and expertise towards ensuring quality delivery of the assignment. The Consultant will determine the number and levels of support staff required to complete the assignment on time. In any case the Consultant's proposal will be evaluated based on the list of key staff whose qualification is listed below.

##### **A. Lead Trainer**

- (i) Should have a minimum of a Master's degree in Mechanical Engineering Production.
- (ii) Has undertaken a minimum of three(3) training assignments of similar nature and scope in the last five (5) years.
- (iii) Be a registered/ accredited as a training provider with NITA or any other recognized accreditation body.
- (v) A broad understanding of the formal and informal sectors in Kenya.

Note that a certified copy of the Master's degree certificate must be provided

##### **B. Associate Consultants { Three (3)}**

- (i) One Mechanical/ Welding and sheet Metal Fabrication Specialist with Diploma or its equivalent, accreditation by an internationally recognised Welding Certification body (at least one member) and a minimum of five (5 ) years experience of training in Welding and Sheet Metal Fabrication.

Note that a certified copy of the Diploma certificate must be provided

Note: Signed CVs of the Team leader and Associate Consultants by each respective owner must be submitted together with certified copies supporting qualification documents.

#### 5.14 ETHICAL CODE AND PROFESSIONALISM

The Consultant shall carry out the above assignment in accordance with the highest standard of ethical competence, integrity and professionalism, having due regard to the nature and purpose of the assignment. The Consultant will at all-times and purpose, regard as strictly confidential all knowledge and information not within the public domain which may be acquired in the course of carrying out this assignment and the information shall not be directly or indirectly disclosed to any person whatsoever, except with the written permission of the Client.

The Consultants will waive all copyrights of documents, data and information prepared as part of this assignment in favour of the NITA.

**SECTION VI: FORM OF CONTRACT**

This Agreement (hereinafter called the “Contract”) is made the \_\_\_\_\_ day of the month of [month], [year], between \_\_\_\_\_ of client] of [or whose registered office is situated at

] \_\_\_\_\_ [location of office] (hereinafter called the “Client”) of the one part AND

\_\_\_\_\_ [name of consultant] of [or whose registered office is situated at]

[location of office](hereinafter called the “Consultant”) of the other part.

**WHEREAS**

(a) NITA has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);

(b) the Consultant, having presented to NITA that he has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract; (b) The Special Conditions of Contract; (c) The following Appendices:

Appendix A: TERMS OF REFERENCE AND SCOPE OF SERVICES

Appendix B: CONSULTANT’S REPORTING OBLIGATIONS

Appendix C: BREAKDOWN OF PRICES, LIST OF PERSONNEL AND SCHEDULE OF RATES

Appendix D: SERVICES AND FACILITIES PROVIDED BY NITA

Appendix E: FORM OF ADVANCE PAYMENTS GUARANTEE

2. The mutual rights and obligations of NITA and the Consultants shall be as set forth in the Contract; in particular:

- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) NITA shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of \_\_\_\_\_ [name of client]

[full name of Client's  
authorised representative] \_\_\_\_\_

[title] \_\_\_\_\_

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

[date] \_\_\_\_\_

For and on behalf of \_\_\_\_\_ [name of consultant]

[full name of Consultant's  
authorized representative] \_\_\_\_\_

[title] \_\_\_\_\_

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

[date] \_\_\_\_\_

SECTION VII: GENERAL CONDITIONS OF CONTRACT

## 7.0 GENERAL PROVISIONS

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 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 NITA under this Contract;
- (i) “Party” means NITA 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 Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- (k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and



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

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

7.1.3 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.

7.1.4 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.

7.1.5 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 NITA may approve.

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

7.1.7 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.

## 7.2 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

7.2.1 Effectiveness of the Contract. This Contract shall come into effect on the date Contract is signed by both Parties and such other later date as may be stated in the SC.

7.2.2 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.

7.2.3 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.

7.2.4 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.

### 7.2.5 Force Majeure

7.2.5.1 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.

7.2.5.2 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.

7.2.6 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.

7.2.7 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.

### 7.3 Termination

7.3.1 By NITA. NITA 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 NITA 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 judgment of NITA, 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 NITA, 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 NITA of the benefits of free and open competition.

(e) if NTA in his sole discretion decides to terminate this Contract.

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

- (a) if NITA 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.

7.4 Payment upon Termination Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, NITA 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

## 7.5 OBLIGATIONS OF THE CONSULTANT

### 7.5.1 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 NITA and shall at all times support and safeguard NITA's legitimate interests in any dealing with Sub Consultants or third parties.

### 7.5.2 Conflict of Interests

#### 7.5.2.1 Consultant Not to Benefit from Commissions, Discounts, Etc.

- (i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.
- (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 NITA 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 PPRA 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 NITA. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of NITA.

#### 7.5.2.2 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 Sub consultant and any of his affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

#### 7.5.2.3 Prohibition of Conflicting Activities

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

- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

#### 7.6 Confidentiality

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

#### 7.7 Insurance to be Taken Out by the Consultant

The Consultant (a) shall take out and maintain and shall cause any sub consultant[s] to take out and maintain, at his (or the sub Consultants', as the case may be) own cost but on terms and conditions approved by NITA, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at NITA's request, shall provide evidence

to NITA showing that such insurance has been taken out and maintained and that the current premiums have been paid.

#### 7.8 Consultant's Actions Requiring Client's Prior Approval

The Consultant shall obtain NITA'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 Sub Consultants").

#### 7.9 Reporting Obligations

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

#### 7.10 Documents prepared by the Consultant to Be the Property of NITA

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 NITA and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to NITA 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.

#### 7.11 CONSULTANT'S PERSONNEL

##### 7.11.1 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 NITA.

##### 7.11.2 Removal and/or Replacement of Personnel

- (a) Except as NITA 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 NITA finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) NITA has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at NITA's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to NITA.
  - (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
- 7.12. OBLIGATIONS OF NITA

7.12.1 Assistance and Exemptions NITA shall use his best efforts to ensure that it provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

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

7.12.3 Services and Facilities NITA shall make available to the Consultant the Services and Facilities listed under Appendix F.

7.13 PAYMENTS TO THE CONSULTANT

7.13.1 Lump-Sum Remuneration The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub Consultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in 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.

7.13.2 Contract Price

The price payable in local currency is set forth in the SC.

7.13.3 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.

7.13.4 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 NITA specifying the amount due.

7.13.5 Interest on Delayed Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If NITA 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.

#### 7.14 SETTLEMENT OF DISPUTES

7.14.1 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.

7.14.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.



SECTION VIII: SPECIAL CONDITIONS OF CONTRACT

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

8.1(i) The Member in Charge is  
Member] [name of

1.4 The addresses are:

Client: \_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_  
\_\_\_\_\_

Telephone:  
Telex; Facsimile:

Consultant: \_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_  
\_\_\_\_\_

Telephone;  
Telex:  
Facsimile:

8.2 The Authorized Representatives are:

For NITA: \_\_\_\_\_

Client Address

The Director-General

National Industrial Training Authority P.O BOX 74494-00200 Nairobi Commercial  
Street, Industrial Area, [www@nita.go.ke](http://www@nita.go.ke)

Attention: The Director General,  
E-mail: [www@nita.g](mailto:www@nita.go.ke) o.ke

Consultant Address:

\_\_\_\_\_

Attention: Mr. /Ms Email: \_\_\_\_\_

\_\_\_\_\_

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations as NITA may approve.

### 8.3 Commencement of Services

8.3.1 The date on which this Contract shall come into effect on the date the Contract is signed by both Parties, which in this case is \_\_\_\_\_ 2018.

8.3.2 The date for the commencement of Services is not later than 14 days after the Contract is signed, which in this case is \_\_\_\_\_ 2018.

8.3.3 The period shall be shall be three (3) months unless terminated earlier pursuant to Clause 2.6 hereof, which in this case the Contract shall expire on \_\_\_\_\_, 2018.

The risks and coverage shall be: The Consultant will be responsible for taking out all appropriate insurance coverage for Professional Liability and loss of or damage to equipment and property.

8.3.4 The amount in local Currency is: For Services rendered pursuant to Appendix A, NITA shall pay the Consultant an amount not to exceed (in words) shillings.....(In figures). 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.

### 8.4 Schedule of Payments

Payment will be made in installments based upon satisfactory completion of agreed outputs:

- a) The training provider will receive a 15% of the total payment stated in the contract upon signing of the contract, delivery and acceptance of inception report which will include the following:
  - i) Curriculum
  - ii) A list of training materials, tools and equipment
- b) 40 % of the payment will be made upon delivery and acceptance of the following:
  - i. Orientation/induction materials
  - ii. A report containing timetables, attendance registers, record of work, completed projects, marks sheets and trainers schedule at the end of Level I, II and III
  - iii. Industrial attachment guidelines and assessment tools for both the trainees and industry.
  - iv. Industrial attachmnt logbook.
  - v. Industrial attachment assessment report on attaching aindustry and trainees.
  - vi. Projects designs, handouts, models. Relevant media, manuals.
- c) 35% of the payment will be made upon delivery and acceptance of the following:
  - i. Assessment plan on acquired skills for each cohort during training and during industrial attachment (Which will part of the logbook)
  - ii. Assessment tools according to Intentional standards IWW and logbook.
  - iii. Assessment schedule for training period and during industrial attachment
  - iv. Assessment reports and records
  - v. Certificates of competency awarded to successful trainees.
- d) 10% of the payment will be made upon delivery and acceptance of the following:

Certificates of competency awarded to successful trainees after level 3.

Assisting NITA in achieving a certificate of accreditation to meet the International Institute of Welding (IIW) standards

Assisting NITA trainers to be awarded certificates of competence by International Institute of Welding (IIW) after the training

## SECTION IX: APPENDICES TO THE FORM OF CONTRACT

(Proposed to list the items in main document that will form part of the contract)

### APPENDIX A: TERMS OF REFERENCE AND SCOPE OF SERVICES

(Insert TOR with any negotiated provisions)

### APPENDIX B: CONSULTANT'S REPORTING OBLIGATIONS

The consultant will report to the Director General of NITA as the client and the principal contact for the consultancy. The Centre Manager for NITA Athi-River with the support of the officers will coordinate the day today running of the consultancy.

- (a) The Consultant shall submit an Inception Report, Minutes of the Validation Workshop/report, and a Final Report as required in the TOR. The Consultant will also submit payment invoices as indicated in the Contract Section 3 (c) - Schedule of Payments, and any other reports required NITA . All documents shall (to the extent possible) be submitted electronically.

### APPENDIX C: BREAKDOWN OF PRICES, LIST OF PERSONNEL AND SCHEDULE OF RATES(All costs in Kenya Shillings inclusive of all taxes, insurances, overheads and profit).

- (a) Fee Remuneration

	Key Personnel	Position	Rate Per Day	Time Input In Days For	Total Cost
1		Team Leader			
2		Inspector			
3		Expert 1			
4		Expert 2			
<b>NON-KEY PERSONNEL</b>					
1					
2					
3					
4					
5					
6					

7					
SUB-TOTAL A					XXXXX

(b) Reimbursable Costs (Not Applicable)

	ITEM	TOTAL COST (KSH)
1	Hotel costs, Per diems and subsistence allowances	
2	Local Transport costs	
3	International and local flights	
4	Communication costs	
5	Drafting, reproduction of reports	
6	Use of computers, software, Equipment, instruments, materials, supplies,	
7	Office rent, clerical assistance, etc.	
8	Cost of Validation Workshop, Nairobi, and one day for	
9	Miscellaneous expenses	
10		
	SUB-TOTAL B	xxxxxxx
	TOTAL	xxxxxxx
	TOTAL COST	xxxxxxx

Total cost from table B (in FIGURES) ..... (IN WORDS) .....  
 .....)

APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE

Bank Guarantee for Advance Payment

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[Bank's Name and Address of Issuing Branch or Office]

Beneficiary: National Industrial Training Authority

ADVANCE PAYMENT GUARANTEE No. \_\_\_\_\_ Date: \_\_\_\_\_

1. We have been informed that \_ [name of Consulting Firm](hereinafter called "the Consultants") has entered into Contract No. [reference number of the contract] dated \_\_\_\_\_ with you, for the provision of Development the Research Strategy (hereinafter called "the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of \_\_\_\_\_ [amount in figures] ( ) [amount in words] is to be made against an advance payment guarantee.

3. At the request of the Consultants, we \_\_\_\_\_[name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of

\_\_\_\_\_ [amount in figures] ( ) [amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants have used the advance payment for purposes other than toward providing the Services under the Contract.4. It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultants on their account number \_\_\_\_\_ at \_\_\_\_\_ [name and address of Bank].

5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants \_\_\_\_\_ have \_\_\_\_\_ made \_\_\_\_\_ full repayment of the amount of the advance payment, or on day of \_\_\_\_\_, the \_\_\_\_\_ 2018,

Whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

6. In the event of an extension of the time for completion of the Contract, the Guarantor agrees to a one-time extension of this guarantee for a period not to exceed six months, in response to NITA's written request for such extension, such request to be presented to the Guarantor before the expiry of the guaran

**LETTER OF NOTIFICATION OF AWARD**

National Industrials Training Authority  
P.O 74494-00200  
Nairobi

To:

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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.

---

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- a) Please acknowledge receipt of this letter of notification signifying your acceptance.
- b) 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.
- c) You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULL PARTICULARS )*

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**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 applies to your type of business. **NB.** Attach Registration/Valid Tax Compliance Certificates, Valid Trade Licenses from Local Authority SHALL with form when submitting the proposal.

**Part 1 - General:**

Business Name.....  
 Location of Business Premises.....  
 Plot No. .... Street/Road.....  
 Postal Address..... Tel. No. ....  
 Nature of Business.....  
 Current Trade Licence (from a Local Authority) No. .... Expiring Date.....  
 V.A.T No..... ETR No.....  
 Tax Compliance Certificate No..... Expiring Date.....  
 Maximum value of business, which you can handle at any one time: K<sub>₹</sub>.....  
 Name of your bankers..... Branch.....

**Part 2 (a) Sole Proprietor:**

Your name in full..... Age.....  
 Nationality ..... Country of origin.....  
 Citizenship details.....

**Part 2 (b) Partnership**

Give details of partners as follows:


**Part 2 (c) Registered Company:**

Private or public.....  
 State the nominal and issued capital of the company:-  
 Nominal Kshs..... Issued Kshs.....

Give details of all Directors as follows:-


Name of Contact Person.....