



KENYA REINSURANCE CORPORATION LIMITED

KRC/2018/174

REQUEST FOR PROPOSAL (RFP)

FOR

**FEASIBILITY STUDY ON THE PROPOSED BEST USE
DEVELOPMENT AT L.R. NO. 209 – 12922 – UPPER
HILL NAIROBI**

JULY 2018

RFP – FEASIBILITY STUDY -BEST USE DEVELOPMENT

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Preface

1. This document constitutes Kenya Reinsurance Corporation Limited Request for Proposals (RFP) for Feasibility Study of best use development on their property in Upperhill Nairobi.

2. The RFP includes a Letter of Invitation, Instructions to Consultants, Terms of Reference, and a Form of Contract. The Instruction to Consultants and the General Conditions of Contract may not be modified under any circumstances. However, the Data Sheet and the Special Conditions of Contract may be used to reflect country and assignment conditions.

SECTION 1 INVITATION TO TENDER

The Kenya Reinsurance Corporation Ltd. invites interested bidders to tender for:-

TENDER NO	DESCRIPTION OF SERVICE	BID SECURITY	TENDER SUBMISSION FORMAT
KRC/2018/101	FEASIBILITY STUDY ON THE PROPOSED BEST USE DEVELOPMENT AT L.R. NO. 209 – 12922 – UPPER HILL NAIROBI	KSHS. 100,000.00	SEPARATE TECHNICAL & FINANCIAL PROPOSALS
SITE VISIT DATE TO BE 16TH JULY 2018, 1000AM AT THE VACANT PLOT AT THE JUNCTION OF UPPER HILL ROAD AND ELGON ROAD BEHIND NTSA OFFICES & OPP. DON BOSCO CHURCH AT 1000HOURS			
SUBMIT THE TECHNICAL AND FINANCIAL PROPOSALS SEPARATELY BUT ALL ON THE SAME DAY. ENSURE ALL DOCUMENT COVERS ARE APPROPRIATELY LABELLED			

Prospective bidders may download the tender document from the Kenya Re website **www.kenyare.co.ke**

Tenders in sealed envelopes bearing the correct **tender number** should be deposited in the Tender Box located on the 16th floor of Reinsurance Plaza Aga Khan Walk Nairobi or be sent to:-

Managing Director
Kenya Reinsurance Corporation, Ltd
Reinsurance Plaza, Nairobi
Aga Khan Walk
P.O. Box 30271 - 00100
NAIROBI

To be received by **24TH JULY 2018 at 10.00 a.m.** Tenders will be opened the same day and time in the Corporation's Boardroom in the presence of bidders or their representatives who choose to attend.

Prices quoted should be expressed in **Kenya shillings**, inclusive of Government taxes and should remain valid for a period of 120 days from the closing date of the tenders.

The tenderers are advised to **thoroughly read and understand the tender document before tendering.** The tenders must be **SERIALIZED AND PAGINATED. DO NOT USE SPIRAL BINDING.**

Bidders who download the tender document from the website must forward their particulars immediately via email to procurement@kenyare.co.ke. This is for records and any further tender clarifications and addenda where necessary. The particulars should include Name of the Firm, Address, Telephone Number, email, and tender name

Dear Mr. /Ms.

1. Kenya Reinsurance Corporation Ltd is requesting the submittal of proposals from qualified firms or individuals to complete a comprehensive feasibility study on the potential best use Development on their property situated in Upperhill area Nairobi. More details of the required services are provided in the Terms of Reference herein.
2. A Consortium led by a Team Leader will be selected using the Quality & Cost based selection method, as per the procedures described in the RFP, in accordance with the policies of Kenya Reinsurance Corporation Ltd.
3. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 – Terms of Reference
 - Section 6 – Standard Contract Form
4. You should submit your technical and financial proposals in separate envelopes.
5. **One originals** and **Two Copies** of both the technical and financial proposals. Thereafter the envelope containing the technical proposals and that containing the financial proposals should be inserted into one main envelope on which the tender number should be indicated and be delivered to Kenya Reinsurance Corporation Ltd by hand. The proposal should be valid for 120 days from the date of submission deadline, which is not later than **1000 hours local time on 24TH JULY 2018** and addressed to: Kenya Reinsurance Corporation Ltd at the address set forth on the cover of this Request for Proposal (RFP) document.
6. All pages for all copies **must be serialized and paginated** on submission of tender document failure to which will lead to automatic disqualification.

Yours sincerely,

For: Kenya Reinsurance Corporation Limited

Ag. Managing Director

Section 2. Instructions to Consultants

Definitions

- a) "Client" refers to the Kenya Reinsurance Corporation Ltd
- b) "Consultant" means any entity or person that may provide or provides the Services to the Client under the Contract.
- c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, which is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- d) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- e) "Day" means calendar day.
- f) "Government" means the government of the Client's country.
- g) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides bidding Consultants with all information needed to prepare their Proposals.
- h) "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by Kenya Reinsurance Corporation Limited to the short listed Consultants.
- i) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country.
- j) "Proposal" means the Technical Proposal and the Financial Proposal.
- k) "RFP" means the Request for Proposal to be prepared by the

Client for the selection of Consultants, based on the SRFP.

- l) "SRFP" means the Standard Request for Proposals, which must be used by the Client as a guide for the preparation of the RFP.
- m) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- n) "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Services.
- o) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

1. Introduction

- 1.1 The Client will select a Consortium led by a Team Leader from those listed in the Letter of Invitation in accordance with the method of selection specified in the Data Sheet.
- 1.2 The Invited Consultants/Consortiums are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultants.
- 1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to arrange with the client for a visit to the site of the project in adequate time before submitting the proposal. See Data Sheet.
- 1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5 Consultants shall bear any other costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any

liability to the Consultants.

**Fraud and
Corruption**

- 1.6 The Client requires that all consultants adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, Kenya Reinsurance Corporation limited:
- (a) defines, for the purpose of this paragraph, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of the Client or any of the clients officials in the selection process or in contract execution;
 - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - (iii) "collusive practices" means a scheme or arrangement between two or more consultants with or without the knowledge the client, designed to establish prices at artificial, noncompetitive levels;
 - (iv) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
 - (b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;

**Proposal
Validity**

- 1.7 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will

make their best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

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|--|-----|--|
| Eligibility of Sub-Consultants | 1.8 | In case a short listed Consultant intends to associate with Consultants who have not been short listed and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility criteria set forth in the Guidelines. |
| 2. Clarification and Amendment of RFP Documents | 2.1 | Consultants may request a clarification of any of the RFP documents on the stipulated site visit date and before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Clients address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2. |
| | 2.2 | At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals. |
| 3. Preparation of Proposals | 3.1 | The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language (s) specified in the Data Sheet. |

- 3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
- Language**
- (a) Documents to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Reference Paragraph 3.1 of the Data Sheet. It is desirable that the firm's Personnel have a working knowledge of the Client's national language.
- Technical Proposal Format and Content**
- 3.4 Depending on the nature of the assignment, Consultants are required to submit a Technical Proposal (TP). The Technical Proposal shall provide the information indicated in the following paras from (i) to (vii) using the attached Standard Forms (Section 3).
- (i) A brief description of the Consultants' organization and an outline of recent experience of the Consultants. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
- (ii) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and

facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).

- (iii) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
- (iv) The list of the proposed Professional staff team of each firm in the consortium by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
- (v) Estimates of the staff input needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for office and field activities.
- (vi) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).

3.5 The Technical Proposal shall include financial information and the bid shall be a **SEPARATE** technical and financial proposal.

Financial Proposals

3.6 In preparing the Financial Proposal, consultants are expected to take into 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.

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| Taxes | 3.7 | 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. A PIN and VAT registration Certificate must be attached. |
| 4. Submission, Receipt, and Opening of Proposals | 4.1 | The original proposal (Technical Proposal and Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. |
| | 4.2 | The signed Technical and Financial Proposals shall be marked "ORIGINAL". |
| | 4.3 | The Technical Proposal shall be marked " ORIGINAL " or " COPY " as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 & in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs. |
| | 4.4 | The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, and with a warning " DO NOT OPEN WITH THE TECHNICAL PROPOSAL. " The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and clearly marked " DO NOT OPEN, EXCEPT IN PRESENCE OF THE TENDER OPENING COMMITTEE, BEFORE 24TH JULY 2018. " The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non- |

responsive.

- 4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

5. Proposal Evaluation

- 5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluation of Technical Proposals

- 5.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

- Evaluation of Financial Proposals**
- 5.3 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. 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 Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 5.4 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.
- 6. Negotiations**
- 6.1 The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
- Technical negotiations**
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client, Team Leader and the Consultants.

Financial negotiations	6.3	The financial negotiations will include a clarification (if any) of the firm's tax liability in the Client's country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services.
Availability of Professional staff/experts	6.4	Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.
Conclusion of the negotiations	6.5	Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultants will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant/Consortium whose Proposal received the second highest score to negotiate a Contract.
7. Award of Contract	7.1	After completing negotiations the Client shall award the Contract to the selected Consultant/Consortium and promptly notify all Consultant/Consortium who have submitted proposals.

8. Confidentiality

8.1 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 award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may result in the blacklisting of the consultant by the Client for any future tenders.

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1; either part 2(a), 2(b) or 2(c) whichever applies to your type of business and part 3.

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

No	Part 1 – General
4.1	Business Name
4.2	Location of Business Premises
4.3	Plot No.Street/Road..... Postal Address Telephone Numbers..... Fax Number E-mail Address
4.4	Nature of Business
4.5	Registration Certificate No.
4.6	Maximum value of Business which you can handle at any one time. Kshs Name of your Bankers.....Branch.....
4.7	Confirm credit period extended your to clients
	Part 2 (a) – Sole Proprietor
4.8	Your Name in Full Age..... Nationality Country of Origin..... Citizen Details.....

	Part 2 (b) – Partnership
4.9.	<p>Given details of partnership as follows:-</p> <p><u>2b.2</u></p> <p>Name..... Nationality.....Citizenship Details..... Share.....</p> <p>1.....</p> <p>2.....</p> <p>3.....</p> <p>4.....</p>
	Part 2 (C) – Registered Company
4.10	<p>Private or Public</p> <p>.....</p> <p>State the Nominal and issued Capital or Company</p>
4.11	<p>Nominal Kshs</p> <p>.....</p> <p>Issued Kshs</p> <p>.....</p>
4.12	<p>Given details of all Directors as follows:-</p> <p>Name..... Nationality.....Citizenship Details....., Share.....</p> <p>1.....</p> <p>2.....</p> <p>3.....</p> <p>4.....</p> <p>5.....</p>

Part 3 – Eligibility Status	
4.13	Are you related to an Employee, Committee member or Board Members of Kenya Re? Yes.....No.....
4.14	If answer in '4.13 is Yes give the relationship.
4.15 Does an Employee, Committee Member, Board Member of Kenya Re sit in The Board of Directors or Management of your Organization, subsidiaries or Joint Venture? Yes No	
4.16 If Answer in '4.15' above is Yes give details	
4.17 Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by Kenya Reinsurance Corporation Ltd to provide consulting services for preparation of design, specifications and other Documents to be used for procurement of the goods under this invitation? Yes.....No.....	
4.18. If answer in '4.17' above is Yes give details	
4.19 Are you under a declaration of ineligibility for corrupt and fraudulent Practices? Yes No.....	
4.20 If answer in '4.19' above is Yes give details	

4.21 Have you offered or given anything of value to influence the pre-qualification Process? YesNo.....

4.22 If answer in '4.20' above is Yes give details

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I/We Declare that the information given on this form is correct to the best of My/our knowledge and belief and that I/We Kenya Reinsurance corporation Ltd to seek any other reference concerning my/our company from whatever sources deemed relevant e.g. Company Registrars Office, Bankers etc.

Date.....Signature of Candidate.....

If a Kenyan citizen, indicate under "citizenship Details," whether by Birth, Naturalization of registration.

: _____

FORM OF TENDER

To: Kenya Reinsurance Corporation Limited,
 Reinsurance Plaza Nairobi, Taifa Road,
 P.O Box 30271 - 00100,
NAIROBI. Kenya.

Gentlemen and/or Ladies:

Having examined the bidding documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide **FEASIBILITY STUDIES FOR BEST USE DEVELOPMENT KRC/2018/101**. In conformity with the said bidding documents for the sum of Kshs

_____ VAT Inclusive

or such other sums as may be ascertained in accordance with the Schedule of Rates attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to deliver the services in accordance with the schedule specified in the Schedule of Assignment.

If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Employer.

We agree to abide by this Tender for a period of 120 days from the date fixed for Tender opening under Clause 5 of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2018.

[signature]

[in the capacity of]

Duly authorized to sign Tender for and on behalf of _____

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

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

TENDER SECURITY FORM

Whereas [name of the tenderer]
 (hereinafter called "the tenderer") has submitted its tender dated..... [date of submission of tender] for the provision of [name and/or description of the equipment] (hereinafter called "the Tender")..... KNOW ALL PEOPLE by these presents that WE of having our registered office at (hereinafter called "the Bank"), are bound unto [name of Procuring entity] (hereinafter called "the Procuring entity") in the sum of for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank] _____
 (Amend accordingly if provided by Insurance Company)

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between
 [name of Procurement entity] of [country of Procurement entity] (hereinafter
 called "the Procuring entity) of the one part and [name of tenderer]
 of [city and country of tenderer] (hereinafter called "the tenderer") of the other
 part;

WHEREAS the Procuring entity invited tenders for certain goods] and has accepted a
 tender by the tenderer for the supply of those goods in the sum of
 [contract price in words and figures] (hereinafter called "the
 Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are
 respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as
 part of this Agreement viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer
 - (b) the Schedule of Requirements
 - (c) the Technical Specifications
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of contract; and
 - (f) the Procuring entity's Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the
 tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity
 to provide the goods and to remedy defects therein in conformity in all respects with the
 provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the
 provisions of the goods and the remedying of defects therein, the Contract Price or such
 other sum as may become payable under the provisions of the Contract at the times and
 in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in
 accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity

Signed, sealed, delivered by _____ the _____ (for the tenderer in the
 presence of _____
(Amend accordingly if provided by Insurance Company)

5.8 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To
[*name of Procuring entity*]

[*name of tenderer*]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, [*name and address of tenderer*](hereinafter called "the tenderer") shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [*amount of guarantee in figures and words*].

We, the [*bank or financial institutions*], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding [*amount of guarantee in figures and words*]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until [*date*].

Yours truly,

Signature and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

5.9 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

8.7 FORM RB 1**REPUBLIC OF KENYA****PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
dated the...day of20.....in the matter of Tender
 No.....of20...

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

Instructions to Consultants

DATA SHEET

[Comments in brackets provide guidance for the preparation of the Data Sheet; they should not appear on the final RFP to be delivered to the shortlisted Consultants]

Paragraph Reference	
1.1	Name of the Client: Kenya Reinsurance Corporation Limited (Kenya Re) Method of selection: Quality & Cost Based Selection (QCBS)
1.2	Financial Proposal to be submitted together with Technical Proposal: Yes Name of the assignment is: <u>RFP FOR FEASIBILITY STUDY FOR PROPOSED BEST USE DEVELOPMENT</u>
1.3	Site Visit: A site visit shall be arranged by the Client on 16TH JULY 2018 at exactly 1000hrs on site.
1.4	The Client will provide the following inputs and facilities: Access to site and any documents and/or assistance requested and duly authorized by the Client.
1.8	Proposals must remain valid 120 days after the submission date.

2.1	<p>Clarifications may be requested not later than 7 days before the submission date.</p> <p>The address for requesting clarifications is:</p> <p style="text-align: center;"> The Supply Chain Manager Kenya Reinsurance Corporation Ltd Reinsurance Plaza, Nairobi Aga Khan Walk P. O Box 30271, 00100 GPO Nairobi, Kenya. Tel: +254 20 2202000, +254 703 083 000 E-mail: procurement@kenyare.co.ke </p>
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3.1	<p>Proposals shall be submitted in the following language: English</p> <p>Consultants shall not submit proposals in any other language. The Contract to be signed with the winning Consultant shall be written in the language in which the Consultant's proposal was submitted, which shall be the language that shall govern the contractual relations between the Client and the winning Consultant. The Consultant shall not sign versions of the Contract in different languages in addition to the language used in his proposal.</p>
3.7	<p>Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: Yes</p>
3.8	<p>Consultant to state local cost in the national currency: Yes and the financial proposal shall be inclusive of all taxes</p>
4.3	<p>Consultant must submit the One original and Two copies of the Technical Proposal all serialized, and the One original and Two copies of the Financial Proposal, all serialized and paginated.</p>
4.5	<p>The Proposal submission address is:</p> <p style="text-align: center;">The Ag. Managing Director Kenya Reinsurance Corporation Ltd Reinsurance Plaza, Nairobi Aga Khan Walk P. O Box 30271, 00100 GPO Nairobi, Kenya. Tel: +254 20 2202000, +254 703 083 000 E-mail: procurement@kenyare.co.ke</p> <p>Proposals must be submitted no later than the following date and time: 24TH JULY 2018 before 10:00 AM AT 16TH FLOOR REINSURANCE PLAZA NAIROBI – AGAKHAN WALK/TAIFA ROAD</p>

Appendix to Information to Consultants (Appendix A)

1. The name of the Client is: **KENYA REINSURANCE CORPORATION LTD**
2. The method of selection is: **Quality and Cost Based Selection (QCBS)**
3. Technical and Financial Proposals are requested: Yes
4. The name of the Project is **FEASIBILITY STUDY ON THE PROPOSED BEST USE DEVELOPMENT AT L.R. NO. 209 – 12922 – UPPER HILL NAIROBI**
5. A pre-proposal conference will be held: **NO**

The name, address and telephone numbers of the Client's official(s) are:

KENYA REINSURANCE CORPORATION LTD
P.O BOX 30271, 00100
Nairobi.

TEL: 0703-083000 Kenya Ra

6. The Client will provide inputs: **AS APPROPRIATE**

7. The estimated number of professional staff months Required for the assignment is: **AS APPROPRIATE**

The minimum required experience of proposed professional staff is:

_____ TO BE EVALUATED _____

8. Training is a specific component of this assignment:

_____ AS PROVIDED _____

9. Taxes: PROVIDE INFORMATION AS APPROPRIATE

10. Consultants must submit **ONE (1) ORIGINAL and TWO (2) COPIES** of each proposal.

11. The proposal submission address is: AS INDICATED IN THE INVITATION_ Information on the outer envelope should also include: TENDER NUMBER AND NAME OF THE TENDER and indicate the FINANCIAL PROPOSAL AND TECHNICAL PROPOSAL

12. Proposals must be submitted no later than the following date and time: **24TH JULY 2018 AT 1000HOURS**

13. The address to send information to the Client is:

KENYA REINSURANCE CORPORATION 16TH FLOOR, RE-INSURANCE PLAZA
P.O BOX 30271, 00100 NAIROBI,

14. The minimum technical points required to pass is **55 points**

15. Alternative formulae for determining the financial scores is as provided

16. The assignment is expected to commence on July 2018.

EVALUATION CRITERIA

NO	MANDATORY REQUIREMENTS (applicable to all in consortium unless otherwise specified) A bidding firm/consultant(s) can have multiple competencies	YES	NO
1	Copy of Certificate of Registration / Incorporation for: <ol style="list-style-type: none"> 1. Team leader/Project Manager 2. Architect 3. Quantity Surveyor/ Building Economist 4. Civil - Structural Engineer 5. Mechanical & Electrical Engineer 6. Land surveyor/ Geo technical/ spatial expert 7. Lawyer 8. Social & Environmental Impact expert 9. Economist/ Investment analyst and expert 10. Real Estate Manager/ Land economist 		
2	Copy of valid and current Tax compliance certificate (provide for all sub consultants employed in the consortium)		
3	Current and valid registration and practicing licenses with the relevant statutory professional bodies (provide for the sub consultants in the consortium where applicable) e.g. ACMK, AAK, IQSK, LSK, BORAQS, EBK,ICPAK etc.		
4	Signed and stamped site visit certificate NB: Applicable to Consortium Leader Site visits MUST be done by technical personnel.		
5	CR-12 (form listing directors from the Registrar of companies) or proof of application of the same.		

FAILURE TO MEET ANY OF THE MANADATORY REQUIREMENTS SHALL LEAD TO AUTOMATIC DISQUALIFICATION OF THE BIDDING FIRM

	QUALIFICATIONS & COMPETENCE OF THE KEY STAFF FOR THE ASSIGNMENT		
	LEAD EXPERT/TEAM LEADER/ PROJECT MANAGER	MAX	25MARKS
	<p>(i) The Experts should provide details of academic and professional qualifications</p> <p>Masters in RELATED discipline with emphasis in Projects Management and /feasibility studies – 5marks</p> <p>Masters in NON - RELATED discipline – 2marks</p> <p>Bachelors in RELATED discipline – 5 Marks</p> <p>Bachelors in NON - RELATED discipline – 1 Mark</p> <p>Membership of mandatory statutory professional body – 5 marks</p> <p>No professional body – 0 marks</p> <p>(Total 10 Marks)</p> <p>(ii) The Experts should provide the details of their individual role in the assignment and experience in undertaking consultancy services and feasibility studies for commercial grade investments works value recommended of at least Ksh. 100 million.</p>	<p>15 MARKS</p> <p>(5/2 + 5/1 + 5)</p> <p>10 MARKS</p>	
	<p>[10 marks] CERTIFIED COPIES OF ACADEMIC & PROFESSIONAL CERTIFICATES MUST BE ATTACHED</p>	<p>TOTAL MARKS TALLIED</p>	<p>TOTAL MARKS 100MARKS</p>

ANY BIDDER WHO SCORES 55 MARKS (OUT OF A TOTAL 100MARKS) AND ABOVE SHALL BE CONSIDERED FOR FINANCIAL EVALUATION

STEP 1 – FINANCIAL

STEP 2 – COMBINED TECHNICAL & FINANCIAL EVALUATION

<u>STEP 1</u>		
<u>FINANCIAL EVALUATION</u>	TOTAL SCORE	
Comparison of rates and the consistency of the rates Formula for determining the financial score is: $SF = FM/F \times 100$ SF – Financial score FM – Lowest financial proposal F – Financial proposal under consideration NOTE: THE LOWEST EVALUATED FINANCIAL PROPOSAL SHALL BE GIVEN THE MAXIMUM FINANCIAL SCORE		
<u>STEP 2</u>		
<u>COMBINED TECHNICAL & FINANCIAL EVALUATION</u>	TOTAL SCORE	FINAL SCORE
$S = S_T \times T\% + S_F \times P\%$ S_T = Technical Score T = Technical Weighting S_F = Financial score P = Financial Weighting S = Combined Financial and Technical Score WEIGHTS GIVEN TO THE TECHNICAL PROPOSAL IS 80% & FOR FINANCIAL PROPOSAL IS 20%. NOTE: THE AWARD SHALL BE TO THE MOST COMPETITIVE EVALUATION TECHNICAL & FINANCIAL EVALUATED BID		

NOTE:

CR 12 – list of directors from the Registrar of Companies of Kenya **MUST** be provided by the competitive firm before award.

Section 3. Technical Proposal - Standard Forms

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]

- TECH-1 Technical Proposal Submission Form
- TECH-2 Consultant's Organization and Experience
 - A Consultant's Organization
 - B Consultant's Experience
- TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
 - A On the Terms of Reference
 - B On the Counterpart Staff and Facilities
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-5 Team Composition and Task Assignments
- TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff
- TECH-7 Staffing Schedule
- TECH-8 Work Schedule

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

FORM TECH-2 CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

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

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.]

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

Firm's Name: _____

**FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON
COUNTERPART STAFF AND SERVICES FACILITIES TO BE PROVIDED BY THE CLIENT**

A - On the Terms of Reference

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

On the Terms of Reference:

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

On the information, services and facilities to be provided by the Client:

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

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

**FORM TECH-4 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN
FOR PERFORMING THE ASSIGNMENT**

FORM TECH-6 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Bodies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

_____ Date: _____

[Signature of staff member]

Date; _____

[Signature of authorised representative of the firm]

Full name of staff member: _____

Full name of authorized representative

Certification:

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

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

Full name of authorized representative: _____

FORM TECH-7 STAFFING SCHEDULE¹

N°	Name of Staff	Position	Reports Activities	Total staff-month input					Number of Months
				1	2	3	4	5	
									Subtotal (1) Subtotal (2) Subtotal (3) Subtotal (4) Subtotal (5)

Months (in the form of a bar chart)

Reports Due: _____

Activities Duration: _____

Signature: _____

(Authorized representative)

Full Name: _____

Title: _____

Address: _____

FORM TECH-8 WORK SCHEDULE

A. Field Investigation and Study Items

N°	Activity ¹	Months ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

B. Completion and Submission of reports

REPORTS	DATE
1. Draft Inception report	
2. Final Inception report	
3. Draft Feasibility study report	
4. Final Feasibility study report	

Section 4. Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2.

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Price per Activity
- FIN-4 Breakdown of Remuneration per Activity
- FIN -5 Reimbursable per Activity
- FIN – 6 Miscellaneous Expenses

Notes on preparation of Financial Proposal

The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.

The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.

The financial proposal should be prepared using the Standard forms provided in this part.

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is inclusive of the all taxes and any statutory levies.

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. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

No commissions and gratuities have been paid or are to be paid by us to agents relating to this Proposal and Contract execution.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

FORM FIN-2 SUMMARY OF COSTS

COSTS	AMOUNT (S) KSHS
SUBTOTAL	
TAXES	
TOTAL AMOUNT OF FINANCIAL SUBSSION	

FORM FIN-3 BREAKDOWN OF PRICE PER ACTIVITY

Activity NO: _____	Description: _____
Price Component	Amount (s) Kshs
Remuneration	
Reimbursable	
Miscellaneous Expenses	
Sub total	

FORM FIN-4 BREAKDOWN OF REMUNERATION PER ACTIVITY

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

FORM FIN-5 REIMBURSABLES PER ACTIVITY

Activity No: _____

Name: _____

No.	Description	Unit	Quantity	Unit Price (Kshs)	Total Amount (Kshs)
1.	Air Travel	Trip			
2.	Road Travel	Kms			
3.	Rail Travel	Kms			
4.	Subsistence Allowance	Day			
	Grand Total				

FORM FIN-6 MISCELLANEOUS EXPENSES

Activity No: _____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Price (Kshs)	Total Amount (Kshs)
1.	Communication Costs (telephone e.t.c)				
2.	Drafting, reproduction of reports,				
3.	Equipment: Computers e.tc				
4.	Software				
	Grand Total				

Correction of Errors

In the event of a discrepancy between the tender amount as stated in the form of tender and the corrected tender figure in the main summary of the pricing schedule, the amount as stated in the form of tender shall prevail.

In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Price schedule, the amount as stated in the Form of Tender shall prevail.

The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in anyway by any person or entity.

Section 5. Terms of Reference

Overview

Kenya Reinsurance Corporation Limited (Kenya Re) is the oldest Reinsurer in Eastern and Central Africa. It was established through an Act of Parliament in December 1970 and commenced business in January 1971. Kenya Re's core activity is providing reinsurance services for most classes of business.

Objectives

1. To be Africa's best source of reinsurance security and service provider.
2. To increase gross premiums from new and existing markets.
3. To improve returns on assets.
4. To provide international customer service standards.
5. To promote professionalism and ethics in the insurance industry

Role of the Consultant

The Consultant will be comprised of a firm or association of firms, collectively covering the range of technical and professional expertise required to develop the feasibility study for Kenya-Re. The Consultant is expected to undertake a feasibility study, including assessing demand, assessing financing options, commercial attractiveness, project phasing, preliminary designs, environmental concerns, if any, and financial analysis and modelling.

The Consultant adheres to the following key reporting parameters:

Kenya-Re considers this to be a high priority project and wishes to be completed within the given time frame. The study results will enable Kenya-Re to mobilise the necessary resources for its implementation.

Objectives of the Study

The overall objective of the study is to carry out a detailed assessment to determine the overall feasibility of implementing Kenya-Re Project. Specific objectives are:

- i. To establish the technical, legal, economic, environmental and social feasibility of the project;
- ii. To estimate the cost of implementing the project;
- iii. Identification and listing of essential and desirable components in terms of infrastructure, support infrastructure, amenities etc., and recommended components for the proposed project.
- iv. To prepare an implementation schedule for the project;
- v. Submission of concept plan for the project with assessment of the proposed *Floor Space Index (FSI)*, Ground Coverage and suggested zoning plan. Procurement of the zoning plan from Nairobi County Government for the project site detailing out the

- available Floor Area Ratio (FAR), Ground Coverage and setbacks for the proposed project;
- vi. Preparation of Financial Models for assessing the project viability and finalizing the project components.

Scope of work or services of the assignment

The following are the specific activities to be carried out by the Consultant/Consortium:-

- i. Review all the existing information, reports and studies (if any) relevant to the project;
- ii. Plan and execute the required site investigations.
- iii. Carry out detailed project feasibility study and assessment to determine economic viability of the proposed development and suitability of the site.
- iv. Carry out project investment appraisal and advice on financing options, expected returns on investment and project repayment period.
- v. Propose preliminary designs to show how the development will look like in the long run, showing the possible size of land used for various facilities and infrastructure improvement and how it aligns to the feasibility study.
- vi. Advice on additional infrastructure and services that will be required in order to enhance the project's potential and economic viability.
- vii. Advice on social, economic, environmental impacts of the proposed developments.
- viii. Carry out projected cost estimates and advise on expected project total cost and duration the development will take.
- ix. Advice on other relevant professional services required, statutory approvals and schedule of activities needed before take-off and execution of the project.
- x. Prepare draft TORs which would be used in the tender for necessary professional services for Implementation.

Deliverables.

Deliverables in power point and hard copy will be as follows:

- Inception report to the management of Kenya-Re
- Draft report presented to the management of Kenya-RE and their input obtained.
- Final report presented to the management of Kenya-RE

Consultancy Team

The Consultant/consortium shall form a team with the necessary experience and competence for undertaking this study.

Terms of payment

Bidder shall provide a reasonable proposal which shall be subject to negotiation and acceptance by Kenya Re. (Note: Kenya Re shall only make payments in arrears subject to deliverables achieved).

Work Plan and Time Schedule

The Bidder shall provide the work plan for the study which shall form part of the offer. However, the assignment is high priority and is expected to be completed within a maximum of **three (3)** months. The Consultant/Consortium shall respond to this time frame in their offer, indicating whether and how they can adhere to or improve on it.

Completion of Services

All the Deliverables shall be compiled, classified and submitted by the Consultant/consortium to Kenya Re in both hard and soft copy form. The documents comprising the Deliverables shall remain the property of Kenya Re and shall not be used by the Consultant/consortium for any purpose other than that intended under these Terms of Reference without the permission of Kenya Re.

The Consultancy shall stand completed on acceptance by Kenya Re of all the Deliverables of the Consultant/consortium. Unless completed earlier, the Services shall be deemed completed and finally accepted by Kenya Re and the final Deliverable shall be deemed approved by Kenya Re as satisfactory upon expiry of Contract Period of the Project.

Improvement of Terms of Reference

The Consultant/consortium may offer suggestions and improvements in the Terms of Reference, which he/she considers would result in better implementation of the project. Such proposals, if accepted, will form part of the Terms of Reference of the proposals submitted by the Consultant/consortium. The effect of these suggestions and improvements on the time and cost estimates given shall be clearly identified.

Experts Profile and Level of Effort

The Consultant will include qualified personnel in the field of feasibility study development, architectural design, financial modelling/structuring, economic and financial analysis, and risk analysis. The consulting firms shall have sufficient qualified personnel to provide all necessary professional, technical, and expert services as required above and to accomplish all the required services within the prescribed time of **three (3) months**.

The team shall have extensive demonstrated country-specific experience/expertise that would include knowledge of the sector, and regulatory issues involved. Consulting firms are encouraged to form joint ventures or associations with other consulting firms to enhance their capabilities, strengthen the technical responsiveness of their proposals, make available bigger pools of experts, and enhance the value and quality of their services in accordance with the provision contained in the Instructions to Bidders.

The list of minimum key experts provided hereunder is **indicative** and the Consultant may include non-key/ additional experts that may be required to successfully complete the assignment. The tasks for each key expert shall be read in conjunction with the scope of work.

POSITION	EXPERTISE REQUIRED	MINIMUM LEVEL OF EFFORT
Team Leader/Project Manager	<p>Advanced university degree in Management, Economics, Engineering or any other relevant field.</p> <p>A minimum of 10 years' demonstrated experience in conducting feasibility studies, project planning, etc.</p> <p>Minimum three (3) feasibility studies for similar projects including detailed market research and demand analyses. Feasibility studies need to have included determination of room configurations, requisite supporting facilities, and project phasing options</p> <p>Relevant experience in developing projects in Kenya and other emerging markets</p> <p>Good English communication and writing skills, especially in report writing, are essential.</p>	3 Months
Financial Expert	<p>Advanced university degree in Finance/Financial Engineering, Master of Business Administration, Business Economics or any other relevant field.</p> <p>At least 10 years of professional experience in project finance, with a proven track record in financial valuation, funding options analysis and financial modelling.</p> <p>Demonstrated experience in dealing with capital market institutions.</p> <p>Experience in raising funds for</p>	1.5 months

	<p>projects of similar scale. Good English communication and writing skills, especially in report writing, are essential.</p>	
Architect	<p>University degree in Architecture or related field with, 10 years' demonstrated experience in architectural work for Real Estate development projects experience in Kenya shall be an added advantage. Minimum three (3) feasibility studies. Good English communication and writing skills, especially in report writing, are essential.</p>	2 months
Quantity Surveyor/Building Economist and Engineers (Civil/Structural/Mechanical/Electrical)	<p>A degree in Building Economics or equivalent with 10 years post qualification experience in real estate development projects. Good English communication and writing skills, especially in report writing, are essential.</p>	2 months
Environmental Expert	<p>Advanced University degree in Environmental Science, Environmental Law, Social Sciences, Development Studies or other related field. A minimum of 10 years of demonstrated experience in the preparation of environmental and social impact assessments and environmental management plans/programs for three similar projects. Familiarity with Kenya's environmental and resettlement law and best practices in social management frameworks is required. Good English communication and writing skills, especially in report writing, are essential.</p>	1 month
Legal Expert	<p>Advanced university degree in</p>	1 month

	<p>Law, with excellent knowledge of Kenyan laws relating to infrastructure and real estate development.</p> <p>A minimum of 10 years' demonstrated experience in drafting contractual agreements and other related documents/agreements; PPP Procurement, managing bidding process, and resolving legal issues, policy and institutional assessment; and, successful preparation of PPP Projects.</p> <p>Experience working on large infrastructure development and PPP projects in Kenya will be an additional merit.</p> <p>Good English communication and writing skills, especially in report writing, are essential.</p>	
Market Research Expert	<p>Advanced University degree in business related disciplines</p> <p>Demonstrated experience in conducting (3) Feasibility studies, project planning including market research and demand forecasting for similar projects.</p> <p>Relevant experience in developing projects in Kenya and other emerging/developing markets</p> <p>Good English communication and writing skills, especially in report writing, are essential.</p>	1.5 months

Section 6. Site Visit Form

SITE VISIT CLEARANCE CERTIFICATE

This is to certify that M/s. _____
have visited, inspected and verified the scope of works at the junction of Elgon Road and
Upper Hill road – Kenya Re’s vacant plot.

Kenya Re Representative

NO.	STATION	NAME OF KENYA RE REPRESENTATIVE	SIGN	DATE OF VISIT
1.	Upper Hill vacant plot, Nairobi L. R. 209-12922			

Tenderers Representative

NO.	Any 1 or more of the representatives can represent the consortium. Bidder must clearly sign based on their technical expertise and profession as listed here below	NAME OF TENDERER'S REPRESENTATIVE(S)	SIGN & ID NO
	NAME OF BIDDING FIRMS: <ol style="list-style-type: none"> 1. Team leader/Project Manager 2. Architect 3. Quantity Surveyor/ Building Economist 4. Civil - Structural Engineer 5. Mechanical & Electrical Engineer 6. Land surveyor/ Geo technical/ spatial expert 7. Lawyer 8. Social & Environmental Impact expert 9. Economist/ Investment analyst and expert 10. Real Estate Manager/ Land economist 		

GENERAL CONDITIONS OF CONTRACT**1. GENERAL PROVISIONS**

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents of such signed Contract;

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- (c) "Contract Price" means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
 - (d) "Foreign Currency" means any currency other than the Kenya Shilling;
 - (e) "GC" means these General Conditions of Contract;
 - (f) "Government" means the Government of the Republic of Kenya;
 - (g) "Local Currency" means the Kenya Shilling;
 - (h) "Member", in case the Consultant consists of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract;
 - (i) "Party" means the Client or the Consultant, as the case may be and "Parties" means both of them;
 - (j) "Personnel" means persons hired by the Consultant or by any 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; and
 - (m) "Sub consultant" means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

1.2 Law Governing the Contract

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

- 1.3 Language** This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified.
- 1.5 Location** The Services shall be performed at such locations as are specified and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.
- 1.6 Authorized Representative's** Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified.
- 1.7 Taxes and Duties** The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.
- 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**
- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the contract is signed by both Parties and such other later date as may be stated.
- 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.
- 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.
- 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.

2.5 Force Majeure

2.5.1 Definition For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension Of Time Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.6 Termination

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

- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultant becomes insolvent or bankrupt;

- (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) If the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

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

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

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

2.6.2 By the Consultant

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

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

2.6.3 Payment

Upon termination of this Contract pursuant to Clauses

Upon Termination 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

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

3.2 Conflict of Interests

3.2.1 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 the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.
- (iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Sub consultant and any of his affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

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

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

3.3 Confidentiality

The Consultant, his 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 the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to be Taken Out by the Consultant

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

3.5 Consultant's Actions requiring Client's prior Approval

The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions;

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) Appointing such members of the personnel not listed.

3.6 Reporting Obligations

the Consultants shall submit to the Client the reports and documents specified in the form, in The numbers, and within the periods set forth.

3.7 Documents prepared by the Consultant to Be the Property of the client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant

shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof.

4 CONSULTANT'S PERSONNEL

4.1 Removal And/or Replacement Of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key

Personnel, the Consultant shall provide as a Replacement a person of equivalent or better Qualifications.

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

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

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

5.2 Change in the 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.

5.3 Services and Facilities

The Client shall make available to the Consultant the Services and Facilities necessary.

6. PAYMENTS TO THE CONSULTANT

**6.1 Lump-Sum
Remuneration**

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, 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.

**6.2 Payment for
Additional**

For the purposes of determining the remuneration due for additional services as may be agreed under

Services

Clause 2.4, a breakdown of the lump-sum price shall be provided.

**6.4 Terms and
Conditions of
Payment**

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

The Parties shall use their best efforts to settle Amicably all disputes arising out of or in connection with this Contract or its interpretation

7.2 Dispute Settlement

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

Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

ANTI – CORRUPTION POLICY

Kenya Re has committed itself to “Zero” tolerance on corruption and working with the government and other agencies in tackling the vice. Part of our corporate values is “integrity”; Kenya Re does not engage in corruption or any form of unethical inducement or payment including facilitation payments and “kickbacks”.

In order to achieve this, Kenya Re is committed to ensure that:

- No form of bribery or corruption is tolerated.
- Strong internal controls to avert any form of corruption are put in place at all times.
- All employees avoid any activities that might lead to or suggest a conflict of interest with the business of the Corporation.
- Employees declare gifts accepted or offered which will be subjected to managerial review.
- A strong corporate governance framework which encompasses accountability, transparency, participation, equality, rule of law, capacity and competence and responsiveness to people’s needs is consistently embraced.
- Immoral behaviour, favouritism, discrimination and nepotism are not tolerated.
- All corruption cases reported by any employee are handled expeditiously and fairly.
- The protection of the identity of persons making corruption disclosures and also take all possible actions to protect individuals subject to unfair or malicious allegations.
- The Corruption Prevention Committee is at liberty to prescribe the disciplinary action to be taken against the employee(s) concerned.
- Staff are continuously sensitized and trained on matters of ethics and integrity once every year.

This policy document shall be reviewed from time to time at such intervals as management may determine.