



**TENDER FOR  
PROVISION OF CONSULTANCY SERVICES TO REVIEW THE HUMAN  
RESOURCE MANAGEMENT POLICIES AND PROCEDURE MANUAL.**

**TENDER NO: NITA/05/2019-2020**

**DIRECTOR GENERAL  
NATIONAL INDUSTRIAL TRAINING AUTHORITY P.O.  
BOX 74494 - 00200  
NAIROBI, KENYA TEL:  
+254(020) 2695586/9  
[www.nita.go.ke](http://www.nita.go.ke)**

**Tender Closing Date & Time: 20<sup>th</sup> November 2019 1000hrs (East AfricanTime)**

## INVITATION TO TENDER

### **REQUEST FOR PROPOSAL (RFP) FOR CONSULTANCY SERVICES TO REVIEW THE HUMAN RESOURCE MANAGEMENT POLICIES AND PROCEDURE MANUAL.**

National Industrial Training Authority (NITA) is a State Corporation established under the Industrial Training (Amendment) Act of 2011. The mandate of the Authority is to promote the highest standards in the quality and efficiency of industrial training in Kenya and ensure an adequate supply of properly trained manpower at all levels in the industry.

NITA seeking services of suitable consultants to submit proposals to undertake the assignment of review of HR Policies and Procedure Manual

You are invited to collect the tender documents from the Supply chain Department, National Industrial training Authority 1<sup>st</sup> floor Block B, Commercial Street, Nairobi, during normal working hours upon payment of Kshs. 1,000.00 or The tender document can also be accessed and downloaded from the IFMIS Supplier Portal: <http://supplier.treasury.go.ke> and the Authority's website: [www.nita.go.ke](http://www.nita.go.ke). **free of charge** The firms that download the document must arrange to forward their particulars/contacts to the Head of Procurement, National Industrial training Authority, through email address [procurement@nita.go.ke](mailto:procurement@nita.go.ke) before the closing date for records and for the purposes of receiving clarifications and/or addendums, if any. The RFP tender document will be issued free of charge.

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

Duly completed RFP documents, in a plain sealed envelope marked; **NITA/05/2019-2020 "REQUEST FOR PROPOSAL (RFP) FOR CONSULTANCY SERVICES TO REVIEW THE HUMAN RESOURCE MANAGEMENT POLICIES AND PROCEDURE MANUAL.;** should be mailed to the address below or deposited in the NITA's tender box on 1<sup>st</sup> floor block B" Commercial street on or before **20<sup>th</sup> November, 2019 at 10.00 a.m.**

Ag. Director General  
National Industrial Training Authority Industrial  
Area, Commercial Street  
P.O. Box 74494-00200 Nairobi  
**Website:** [www.nita.go.ke](http://www.nita.go.ke)

The Technical and Financial proposals should be enclosed in separate envelopes and each envelope clearly marked as shown below before enclosure in an outer envelope.

- (i) **Technical proposal for consultancy service to review of Human Resource Management Policies and Procedure manual**
- (ii) **Financial proposal for consultancy service to review of Human Resource Management Policies and Procedure manual**

Tenders will be opened immediately thereafter in the presence of bidders or representatives who choose to attend at the National Industrial Training Authority Board room 1<sup>st</sup> Floor block "B" .

## SECTION B: - INFORMATION TO CONSULTANTS

The language for this tender is English and any attached document by a Bidder which is not in English, must be accompanied by its English translation.

NO.	Heading	Notes
1.	<b>Introduction</b>	<p>The proposal must remain valid for 120 days after the submission date. The Authority may require this period to be extended where necessary.</p> <p>The bid proposal shall be written in English in indelible ink.</p> <p>The proposals shall contain no interlineations or overwriting except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.</p> <p>Bidders are required to provide a company profile and organization structure, company history, physical and postal address, telephone, email and other contacts. Services offered by the firm and affiliations with other firms.</p> <p>Bidders shall submit <b>separate Technical Proposal and Financial Proposal</b>. These submissions should be accompanied by respective cover letters in the format shown in <i>appendix B</i>.</p> <p>Bidders shall prepare two (2) copies of each proposal. Each copy of the Technical Proposal or Financial Proposal shall be marked "<b>ORIGINAL</b>" or "<b>COPY</b>" as appropriate. If there are any discrepancies between the original proposal and its copy, the original shall govern.</p>

The original and copy of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**," while the original and copy of the Financial Proposal shall be placed in a another envelope and sealed and clearly marked "**FINANCIAL PROPOSAL**" with a warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both the Technical Proposal and Financial Proposal envelopes shall then be placed into an outer envelope and sealed. This outer envelope shall bear the Authority's submission address, namely:

**The Director  
General  
National Industrial  
Training Authority  
Industrial Area,  
Commercial Street  
P.O. Box 74494-00200 Nairobi  
Website: [www.nita.go.ke](http://www.nita.go.ke)**

and clearly marked, "**DO NOT OPEN, EXCEPT IN THE PRESENCE OF AUTHORIZED OFFICERS OF THE AUTHORITY.**"

The completed Technical and Financial Proposals must be delivered at the Authority's submission address on or before the closing date which is on **20<sup>th</sup> November, 2019 at 10.00 p.m.** East African time. Any

<b>NO.</b>	<b>Heading</b>	<b>Notes</b>
		Proposal received after the closing date shall be returned to the firm, which submitted it.
2.	<b>Clarification and Amendments of RFP Tender Document</b>	<p>Bidders may request clarifications on the tender document seven [7] days before the closing date. Requests for clarification must be sent in writing by letter or electronic mail to the Authority's submission address above. The Authority will respond to such requests by written letter or electronic mail to not only the requesting Bidder but to all other Bidders. The response will include a recast of the query without identifying the source of inquiry.</p> <p>At any time before the submission of proposals, the Authority may, whether at its own initiative or in response to a clarification requested by a Bidder, amend the RFP. Any amendment shall be issued in writing through addendum and circulated to all Bidders. Addendum shall be by written letter or electronic mail to all Bidders and will be binding on them. The</p>

Authority may at its discretion extend the deadline for the submission of proposals.

### 1.1. Preparation of Technical Proposal

Bidders are required to prepare the Technical Proposal to include the items listed on the table below. The Technical Proposal shall not include any financial information.

<b>NO.</b>	<b>Heading</b>	<b>Notes</b>
<b>1.</b>	<b>Company Details</b>	Company profile and organization structure, company history, physical and postal address, telephone, email and other contacts. Services offered by the firm and affiliations with other firms.
<b>2.</b>	<b>Company Experience</b>	A description of three (3) assignments in the business process outsourcing and automation that may be related to this assignment and the firm has undertaken in the recent past. Use the format shown in <i>appendix C</i> to list the assignments done.
<b>3.</b>	<b>Company Proposal</b>	A proposed methodology by the Bidder on how it intends to undertake this project including the evaluation of (the detailed ToRs are at <i>appendix A</i> ):
<b>4.</b>	<b>Staff Qualifications</b>	Bidders shall provide CVs and testimonials of at least three (3) key staff who shall be directly involved in the project. Use the format in <i>appendix D</i> to structure this part.

## 1.2. Preparation of Financial Proposal

Bidders are required to prepare the Financial Proposal including the cost of achieving the milestones in their Technical Proposals. Bidders are also expected to indicate their proposed payment schedule in line with their proposed work schedule. The table below summarizes the requirements of the Financials Proposal.

NO.	Heading	Notes
1.	<b>Financial Proposal</b>	Bidders shall express the price of their services to the Authority for this service in Kenya Shillings (KES). The exchange rate on the closing date shall be used for the conversion to Kenya shillings. The exchange rate will be as per the Central Bank of Kenya rates during the closing date of the proposal.
		The Financial Proposal should list all the activities to be performed plus their associated costs and all summed up in one figure inclusive of any taxes (where applicable). Use the format of <i>Appendix E</i> to structure the financial proposal.
		The evaluation committee will determine whether the Financial Proposals are complete (i.e. whether the Bidder 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 any case, the total price of the Financial Proposal as submitted by the Bidder shall prevail.

## 1.3. Evaluation of Technical Proposals

NO.	Heading	Notes
1.	<b>Evaluation of Technical Proposals</b>	After the proposals have been submitted by the closing date, the Tender Opening Committee shall open the Technical Proposal. The Financial Proposal shall remain sealed and only Financial Proposal of qualified Technical Proposal shall be opened in accordance with the timelines of this tender.
		From the closing date to the time the contract is awarded, if any Bidder wishes to contact the Authority on any matter related to this tender, they should do so in writing at the official address provided. Any effort by the firm to influence the Authority on the outcome of the evaluation may result in the rejection of the

		Bidder's proposal.
		Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded. Only the Financial Proposals of the Bidders that qualify at the technical evaluation stage shall be opened.
		The minimum technical score required to qualify to proceed
<b>NO.</b>	<b>Heading</b>	<b>Notes</b>
		to the financial evaluation stage is <b>60/80</b> .
		After the evaluation of the Technical Proposal, the Authority shall notify the Bidders whose proposals did not meet the minimum qualification indicating that their Financial Proposals shall be returned unopened at the end of the tendering process. The firms that will score 60 and above will be invited to witness the opening of the financial proposals.

#### 1.4. Evaluation of Financial Proposals

NO.	Heading	Notes
	<b>Evaluation of Financial Proposals</b>	Only Financial Proposals of Technically qualified bids shall be opened. The Authority shall then undertake the evaluation of the Financial Proposals and determine the winner of the tender in accordance with the Evaluation Criteria.

#### 1.5. Other activities Related to the Tender

NO.	Heading	Notes
<b>1.</b>	<b>Award of Contract</b>	The Contract will be awarded to the winner of the tender following negotiations based on the general conditions of the contract as in <i>Appendix F</i> .
		After negotiations are completed, the Authority will notify other Bidders who qualified at the Technical Proposal stage that they were unsuccessful. The Authority shall also return unopened the Financial Proposals of those

		Bidders who did not pass the technical evaluation stages.
		The contractor awarded shall be expected to commence the assignment within twenty-one (21) calendar days after signing of the contract.
<b>2.</b>	<b>Performance Bond</b>	<p>The Contractor awarded shall prior to execution of the contract Agreement furnish the Authority with a Performance Bond in form of bank guarantee that will remain valid for Thirty (30) days beyond the validity of the contract and the value of the Performance Bond shall be equivalent to <b>5 % of the Contract Value.</b></p> <p>The proceeds of the performance Bond shall be payable to the Communications Authority of Kenya as compensation for any loss or damage resulting from failure by the contractor awarded to fulfill its obligations under this tender.</p>
<b>NO.</b>	<b>Heading</b>	<b>Notes</b>
		<p>The Performance Bond shall be in the form of an On-Demand Bank-Guarantee issued by a reputable Bank carrying on business within Kenya and acceptable to the Authority.</p> <p>The Performance Bond will be discharged by the Communications Authority of Kenya and returned to the firm not later than Ninety (90) days following the expiry of this Agreement or earlier termination.</p> <p>Use the format of Appendix G to structure the Performance Bond.</p>

**Confidentiality - Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to Bidders or other persons except in accordance with the law.**

## **SECTION C: EVALUATION OF THE BIDS**

The proposals accepted by the closing date shall be subjected to three (3) stages of the evaluation process, namely:

- Mandatory Evaluation -Pass/Fail

- Technical evaluation - 80%
- Financial evaluation - 20%

**(i) Mandatory Evaluation**

The proposal shall be subjected to the mandatory evaluation, where firms must submit the following:-

<b>NO</b>	<b>MANDATORY REQUIREMENTS</b>
1.	Company profile (Company history, contacts and services)
2.	Certificate of business incorporation/registration
3.	A valid tax compliance certificate
4.	Provide CR12 or a certified list of shareholders/partners and the Directors with their contact details
5.	Demonstration of financial capability in carrying out the required consultancy services by attaching certified copies of the firm’s audited accounts for the last three year (2014, 2015 and 2016)
6	Bidders are required to serialized the tender document in a format of 0001.....Upto the last page as provided for in the PPDA Act 2015 section 74 (i)

Failure to submit any one of the above requirements will lead to disqualification or fail. Only those firms who pass in the mandatory stage will proceed to the technical capacity evaluation stage.

**(ii) Technical Capacity Evaluation**

The proposals shall be subjected to the technical evaluation set out in the table below. The maximum scores shall be 80/80 with a pass-mark of 60 out of 80.

<b>Criteria</b>	<b>Weight</b>
<b>1. Corporate Information:</b>	

<p>This should be a recognized consulting firm in auditing services with relevant professional experience in auditing especially in the areas of Human Resource practices.</p> <p>Bidding firms should submit a brief description of the organization and an outline of recent experience on assignment of a similar nature (at least three assignments, must submit reference letters from the three firms <b>(12 marks)</b>).</p> <p>For each assignment the firm/consultant should indicate inter alia, the profile of the staff, duration of the assignment, contract amount and firm's involvement <b>(8 marks)</b></p>	<b>20</b>
<b>2. Methodology and Work plan</b>	
<p>a) Firms should submit a description of the methodology and work plan for performing the assignment. Details of estimated staff inputs-time needed to carry out the assignment supported by a Gantt chart diagram showing the time proposed for each professional staff team member <b>(15 marks)</b></p> <p>b) Firms should also submit a list of proposed staff team by specialty, the tasks that would be assigned to each staff team member and the timings <b>(10 marks)</b>.</p>	<b>25</b>
<b>3. Human Resource Capacity</b>	
<p>Qualifications and competence of the key staff/consultants for the assignment:</p> <p>Provide at least one lead consultant with a master's degree in Human Resource Management, Organizational Psychology, Business Administration or any other relevant field and at least 10 years' experience in Human resource policy design and development or management and a valid member of IHRM. (Attach CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal). The key information should include number of years working for the organization and degree of responsibility held in various assignments during the last 10years <b>(10 marks)</b>.</p> <p>Academic qualifications of proposed professional: At least 2 Qualified Persons</p>	<b>25</b>

Having at least a degree and HR practitioner certificate and over four years' experience in the consultancy of HR practices (attach CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal). The key information should include number of years working for the organization and degree of responsibility held in various assignments during the last 5 years <b>(15 marks)</b>	
<b>4. Financial Capacity</b>	
Turnover of Kshs 20 million and above (Provide certified audited financial statement for the last three years (2016, 2017 and 2018) <b>(10 Marks)</b> ).	<b>10</b>
<b>Total</b>	<b>80</b>

To be eligible for the Financial Evaluation, bidders must score at least sixty (60 marks) out of eighty (80 marks) at the Technical Evaluation stage. Financial proposal will account for the remaining twenty (20%) percentage points.

### **(iii) Financial Evaluation**

The firms that qualify at the technical evaluation stage shall have their financial proposals opened by the client's evaluation committee. The committee shall compute the financial scores out of 20 points using the following formulae:-

$$\frac{\text{Lowest evaluated bid}}{\text{Bid Price}} \times 20 = \text{Financial Scores}$$

Note: Tenderers will be expected to quote in KES. Inclusive of all taxes in the following format:-

<b>Work Description</b>	<b>Amount (Kshs)</b>
Consultancy Fees for the services	
Miscellaneous expenses	
Disbursements (if any)	
<b>Total</b>	

### **Duration of the Consultancy Work – 3 Months**

Tenderers are also expected to indicate their proposed payment schedule in the following format:

<b>Work Description</b>	<b>Percentage (%)</b>	<b>Amount (Kshs)</b>
1. Presentation of Inception & Gap analysis for approval	10%	
2. Presentation of Draft Final review of the consultancy services to the Management Committee. Payment upon acceptance of the Draft Final report.	50%	
3. Submission, approval and acceptance of the comprehensive final review report to be presented to the Board for approval	40%	
<b>Total</b>	<b>100%</b>	

**Note:**

**Bidders are expected to note that the above is a guide and firms can propose their percentage and evaluations will be done based on the proposals.**

The technical and financial scores will be combined and the firm achieving the **HIGHEST COMBINED SCORES** will be considered for award of the tender.

**NB:** The financial proposals for both local and international firms must include all applicable taxes. The taxes currently applicable to consultancies are:

- Withholding Taxes- There is an applicable tax rate for local and international firms. For international firms the withholding taxes vary from country to country depending on the double taxation agreement with Kenya. The applicable percentage must therefore be included and shown in the financial proposal submitted.
- Value Added Tax (VAT) – The VAT is loaded up to the consultancy cost and the applicable rate currently is 16% of the project cost. This is applicable to all the firms and must be included and shown in the financial proposal.

**6. Negotiations** 6.1 Negotiations will be held at the National Industrial Training Authority Director's boardroom, with the aim of reaching an agreement on all points and sign a contract.

6.2 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).

6.3 Having selected the firm on the basis of, among other things, an Evaluation of proposed key professional staff, the Authority expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Authority will require assurances that the experts will be actually available. The Authority 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.

6.4 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Authority and the selected firm will initial the agreed Contract. If negotiations fail, the Authority will invite the firm whose proposal received the second highest score to negotiate a contract.

**7. Award of Contract** 7.1 The Contract will be awarded following negotiations. After negotiations are completed, the Authority 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.

7.2 The selected firm is expected to commence the assignment on the date and at the location as specified by the Authority.

**8. Performance Bond**

The selected firm shall prior to execution of contract Contract Agreement furnish National Industrial Training Authority with

a Performance Bond that will remain valid for Thirty (90) days beyond the duration of this Agreement or any termination thereof and whose value shall be equivalent to **5% of the Contract Value** and to be provided before execution of contract.

The proceeds of the performance Bond shall be payable to National Industrial Training Authority as compensation for any delay or damage resulting from failure by the firm to fulfill its obligations hereunder.

The Performance Bond shall be in the form of an On-Demand-Bank Guarantee issued by a reputable Bank carrying on business within Kenya and acceptable to the Authority.

The Performance Bond will be discharged by National Industrial Training Authority and returned to the firm not later than Ninety (90) days following the expiry of this Agreement or earlier termination.

## **9. Confidentiality**

9.1 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.

## APPENDIX "A"

### Clause Reference

- 1.1 The name of the Client is:  
**NATIONAL INDUSTRIAL TRAINING AUTHORITY**
- The method of selection is: **Quality and Cost Based selection method**
- 1.2 Technical and Financial Proposals are requested: **Yes**  
A Technical Proposal only is requested: **No**
- The name, objectives, and description of the assignment are: **As per the Terms of Reference.**
- 1.3 Pre-proposal conferences will be held: Yes \_\_\_\_\_ No \_\_\_\_ [*if Yes, indicate date, time and venue*] **No**
- The name(s), address (es) and telephone numbers of the Client's official(s) are: **P.O BOX 74494-00200 NAIROBI; Tel: +254-20-2695586/9;**
- 1.4 The Client will provide the following inputs: **any information required on the assignment**
- 1.5 (i) The minimum required experience of proposed professional staff is:[*Insert title, number of years of professional experience, specific expertise*]  
**Five years and above.**
- 1.6 (ii) Training is a specific component of this assignment:  
**No**
- (viii) Additional information in the Technical Proposal includes:  
**N/A**
- 1.7 Taxes: All taxes to be included in the financial proposal.
- Consultants must submit an original and two (2) additional copies of each proposal

1.8 The proposal submission address is as shown below. Information on the outer envelope should also include: **Tender Number and Tender Description addressed to:**

**Head of Procurement  
National Industrial Training Authority P.O Box 74494-00200  
Nairobi**

1.9 Proposals must be submitted no later than **20<sup>th</sup> November, 2019 at 10.00 a.m.**

2.0 The address to send information to the Client is: **P.O Box 74494-00200 Nairobi**

2.1 The minimum technical score required to pass *is 60/80*

The assignment is expected to commence after submission of performance bond and signing the contract within an agreed time frame between the two parties.

## **SECTION C: - TECHNICAL PROPOSAL – STANDARD FORMS**

The following sample formats have been attached:

- i) Technical Proposal submission form.
- ii) Firm's references.
- iii) Comments and suggestions of consultants on the Terms of Reference and on data, services and facilities to be provided by the Authority.
- iv) Description of the methodology and work plan for performing the assignment.
- v) Team composition and task assignments.
- vi) Format of curriculum vitae (CV) for proposed professional staff.
- vii) Time schedule for professional personnel.
- viii) Activity (work) schedule.

**(i). TECHNICAL PROPOSAL SUBMISSION FORM**

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

To: \_\_\_\_\_ [*Name and address of Authority*]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for \_\_\_\_\_  
\_\_\_\_\_ [Provision of consultancy services] in accordance  
with your Request for Proposal dated \_\_\_\_\_ [Date] and our  
Proposal. We are hereby submitting our Proposal, which includes this Technical  
Proposal, [and a Financial Proposal sealed under a separate envelope-*where  
applicable*].

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

We remain,

Yours sincerely,

\_\_\_\_\_ [*Authorized Signature*]:

\_\_\_\_\_ [*Name and Title of Signatory*]

\_\_\_\_\_ [*Name of Firm*]

\_\_\_\_\_ [*Address:*]

**(ii) FIRM'S REFERENCES**

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

Using the format below, provide information on each assignment for which your firm either individually as a corporate entity or in association with others was legally contracted.

Assignment Name:	Country
	Pr professional Staff provided by Your Firm/Entity(profiles):
Name of the firm	No. of Staff:

Address:	No of Staff-Months; Duration of Assignment:
Start Date (Month/Year): Completion Date	Approx. Value of Services (Kshs)
	7
(Month/Year):	
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; \_\_\_\_\_

**(iii) COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE ON SERVICES AND FACILITIES TO BE PROVIDED BY THE AUTHORITY.**

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On the Terms of Reference:

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

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

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

**(IV) DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

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**(v). TEAM COMPOSITION AND TASK ASSIGNMENTS**

**1. Technical/Managerial Staff**

Name	Position	Task

**2. Support Staff**

Name	Position	Task

**(vi) FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

Proposed  
Position: \_\_\_\_\_

Name of  
Firm: \_\_\_\_\_

Name of  
Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

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Date of  
Birth:

---

Years with Firm: \_\_\_\_\_  
Nationality: \_\_\_\_\_

Membership in Professional  
Societies: \_\_\_\_\_

---

Detailed Tasks  
Assigned: \_\_\_\_\_

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**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].*

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**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:**

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

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

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

\_\_\_\_\_  
Date; \_\_\_\_\_

\_\_\_\_\_  
[Signature of authorized representative of the firm]

Full name of staff member:

\_\_\_\_\_

Full name of authorized representative:

\_\_\_\_\_

**(vii). TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

Weeks (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of weeks

Reports Due: \_\_\_\_\_

Activities Duration: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Authorized representative)

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

**(viii). ACTIVITY (WORK) SCHEDULE**

**(a). Field Investigation and Study Items**

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

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

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

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

## **SECTION D: - FINANCIAL PROPOSAL – STANDARD FORMS**

The following sample formats for the Financial Proposal have been attached:

- i) Financial Proposal submission form.
- ii) Summary of costs.
- iii) Breakdown of price per activity.
- iv) Breakdown of remuneration per activity.
- v) Reimbursable per activity.
- vi) Miscellaneous expenses.

**(i) FINANCIAL PROPOSAL SUBMISSION FORM**

\_\_\_\_\_ [ Date]  
To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ [Name and address of Authority]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (\_\_\_\_\_) [Provision of consultancy services] in accordance with your Request for Proposal dated (\_\_\_\_\_) [Date] and our Proposal. Our attached Financial Proposal is for the \_\_\_\_\_ sum \_\_\_\_\_ of (\_\_\_\_\_) [Amount in words and figures] inclusive of the taxes.

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

We remain,  
Yours sincerely,

\_\_\_\_\_ [Authorized Signature]:

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

\_\_\_\_\_ [Name of Firm]

\_\_\_\_\_ [Address]

**(ii) SUMMARY OF COSTS**

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

**iii). BREAKDOWN OF PRICE PER ACTIVITY**

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

**(iv) BREAKDOWN OF REMUNERATION PER ACTIVITY**

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

**(v) REIMBURSABLE PER ACTIVITY**

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

No.	Description	Unit	Quantity	Unit Price	Total Amount
-----	-------------	------	----------	------------	--------------

1.	Air travel	Trip			
2	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			
	Grand Total				

**(Vi) MISCELLANEOUS EXPENSES**

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

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

## **SECTION E: - TERMS OF REFERENCE FOR CONSULTANCY SERVICES TO REVIEW HUMAN RESOURCE MANAGEMENT POLICIES AND PROCEDURE MANUAL.**

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### **1. INTRODUCTION**

National Industrial Training Authority (NITA) is a State Corporation established under the Industrial Training (Amendment) Act of 2011. The mandate of the Authority is to promote the highest standards in the quality and efficiency of industrial training in Kenya and ensure an adequate supply of properly trained manpower at all levels in the industry.

NITA seeking services of suitable consultants to submit proposals to undertake the assignment of review of HR Policies and Procedure Manual

### **2. OBJECTIVE OF ASSIGNMENT**

To review and update the Human Resources Manual of NITA and develop improved processes in line with State Corporation Advisory Committee (SCAC), Public Service Commission guidelines and international best practices and consolidate all HR policies, procedures and practices in one document for ease of reference.

The Manual, while giving regard to the wellbeing of the individual and groups of workers should enable them to make maximum contribution towards the successful attainment and sustenance of the corporate goals and objectives.

### **3. IDEAL CONSULTING FIRM**

The successful consulting firms or agencies will be expected to firm with relevant and demonstrated professional experience in developing Human resource and Administration policies.

### **4. SCOPE OF CONSULTANCY**

The Human Resource Consultant will support the Secretariat to develop a comprehensive structure for the NITA Human Resource Manual.

### **5. TERMS OF REFERENCE:**

The terms of reference shall be as follows:

- a) Review the existing HR Manual and identify gaps and weaknesses compared to State Corporation Advisory Committee (SCAC), Public Service Commission guidelines and international best practice;
- b) Based on the review, propose and develop comprehensive HR Policies, Procedures and Practices;

- c) Obtain and integrate comments from Board, management, and Staff;
- d) Consolidate all HR policies, procedures and practices in one document for ease of reference;
- e) Review the Guidelines by the Public Service Commission on how to develop Human Resource policy and Procedure Manuals;
- f) Develop a revised HR Policies and Procedures Manual covering all the Human Resource Management Activities pertaining to:
  - (i) Terms and Conditions of Service;
  - (ii) Salaries and advances;
  - (iii) Allowances;
  - (iv) Resourcing (Human Resource Planning and Engagement);
  - (v) Human Resources Development;
  - (vi) Performance Management;
  - (vii) Employee medical benefits;
  - (viii) Employee pension benefits;
  - (ix) Employee Relations;
  - (x) Employee Services;
  - (xi) Staff Discipline;
  - (xii) Employee Separation;
  - (xiii) Employee Records, among others.
- g) Prepare a draft policy manual and make a presentation to Board and top management in a two (2) hour session, and also present the same draft, incorporating management recommendations to the Board of directors;
- h) To undertake sensitization to staff across centres and levy offices with secretariat to incorporate staff views in the policy.
- i) Prepare the final draft and submit it to the Director General in two (2) hard copies and a soft copy.
- j) Undertake any other requirement that may arise from the decisions of the management, The Directors or any other stakeholder
- k) To work with State Corporation Advisory Committee (SCAC), Public Service Commission and secretariat representative in drafting the HR policies, procedures and practices for ease reference

## **6. . DELIVERABLES**

The Consultancy is expected to deliver a revised Human Resource Management Policies and Procedures Manual

## 7. . QUALIFICATIONS AND EXPERIENCE

The NITA is looking for a recognized consulting firm with relevant and demonstrated professional experience in developing Human resource and Administration policies.

The lead consultant **must** have at least a Master's degree in either HRM, Management, Organizational psychology, Business administration or any other relevant social sciences and not less than ten **(10) years'** experience in Human Resource Policy design and development or management. He must also be a valid member of IHRM.

The successful consultant should have the ability to work in harmony with the Management and staff in a mutually supportive team approach.

## 8. TIME FRAME

The consultant is expected to complete all the above tasks within **three (3) months** from the time the contract is signed.

## 9. REPORTING OBLIGATION

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

## 10. OBJECTIVITY

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

## 11. FINANCIAL EVALUATION

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

The Proposed Payment Schedule linked to the deliverables is as follows:

- a) 100% upon submission of the final Consolidated Human Resource Policy and Procedure Manual after integrating Board and management Comments:

## 12. WORK PLAN

### Appendix I: Work Plan

Month /Activity	Sept 2019	Oct 2019	Nov 2019	Dec 2019
Procurement Process				

Prepare a draft policy manual				
Undertake sensitization to staff across centers and levy offices				
Present final draft to the Board and Management				
Incorporate their views in the Final Documents				
Submission of Final Document and Recommendation				

### 1.5.2 Deliverables

The prime deliverable is a comprehensive report detailing the following:

- Review findings and Management input Recommendations; and Action plan to guide the implementation.

### 1.5.3 Project Milestones

**Inception Report:** - the consultant will submit an inception report within 1 week after commencement and after consultations with key stakeholders. The Authority (Management) will review this report within one (1) week after receiving it and give feedback.

**Draft final report** to be submitted within 6 weeks after commencement. The draft final report should include a proposed plan for presentation, discussion and adoption of the recommendations.

**Final detailed report** in form of 3 printed copies and in CD ROM format to be submitted 1 **week** after management comments from the Authority. The final report together with management comments will be submitted to the Board.

### 1.6 Duration of the Consultancy

The consultancy will last at most 3 months from the date of signing the contract.

## II. 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 listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
- (d) "Foreign Currency" means any currency other than the Kenya Shilling;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of the Republic of Kenya;
- (g) "Local Currency" means the Kenya Shilling;
- (h) "Member", in case the Consultant consists of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Authority under this Contract;
- (i) "Party" means the Authority 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.

**1.2 Law Governing the Contract**

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

**1.3 Language**

This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.4 Notices**

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

**1.5 Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Authority may approve.

**1.6 Authorized Representatives'**

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

**1.7 Taxes and Duties**

The Consultant, Sub-consultant [s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

## **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

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

**2.2 Commencement of Services** The Consultant shall begin carrying out the Services on Contract Execution or at such other date as may be specified in the SC.

**2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.

**2.4 Modification** Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.

### **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.

**2.5.4 Payments** During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs

reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## **2.6 Termination**

### **2.6.1 By the Authority**

The Authority 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 Authority 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 the Authority, 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 any thing of value to influence the action of a public official in the selection process or in Contract execution

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Authority, 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 Authority of the benefits of free and open competition.

- (e) If the Authority 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 Authority, such notice to be given after the occurrence of any of the following events;

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

**2.6.3 Payment Upon Termination** Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Authority 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

Services and carry out his

The Consultant shall perform the

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 Authority and shall at all times support and safeguard the Authority's legitimate interests in any dealing with Sub consultants or third parties.

#### 1.2 Conflict of Interests

Any conflict on interest that may arise in this process should be disclosed as is provided for in the Public Officer And Ethics Act

#### 3.2.1 Consultant Not to

- (i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole

**Benefit from** remuneration in connection with this Contract or

**Authoritys,** the Services and the Consultant shall not accept

**Discounts,** for his own benefit any trade Authority,

**Etc.** 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 Authority 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 Authority 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 Authority. Any discounts or Authoritys obtained by the Consultant in the exercise of such procurement shall be for the account of the Authority.

**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 five (5) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Authority's business or operations without the prior written consent of the Authority.

### **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 Authority, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Authority's request, shall provide evidence to the Authority showing that such insurance has been taken out and maintained and that the current premiums have been paid.

### **3.5 Consultant's Actions Requiring Authority's Prior Approval**

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

- (a) entering into a sub-contract for the performance of any part of the Services,
- (b) Appointing such members of the personnel not listed by name in Section C ("Key Personnel and Sub consultants").

## **4. CONSULTANT'S PERSONNEL**

**4.1 Description** The titles, agreed job descriptions, minimum qualifications- **of Personnel** and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Section C. The Key Personnel and Sub consultants listed by title as well as by name in Section C are hereby approved by the Authority.

**4.2 Removal** (a) Except as the Authority may otherwise agree, no changes **and/ or** shall be made in the Key Personnel. If for any reason **Replacement** beyond the reasonable control of the Consultant, it

**Of Personnel** 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 Authority finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Authority has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Authority's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Authority.

(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 AUTHORITY**

**5.1 Assistance and Exemptions** The Authority 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 Authority shall make available to the Consultant the Services and Facilities listed under Appendix F.

## **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 Contract Price** (a) The price payable in foreign currency is set forth in the SC.

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

**6.3 Payment for Additional** 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 is provided in Appendices D and E.

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

**6.5 Interest on Delayed Payment** Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Authority has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending .

## **7. SETTLEMENT OF DISPUTES**

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

**7.2 Dispute Settlement** Any dispute between the Parties as to matters arising pursuant to this 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.

**Appendix I**

**FORM OF TENDER- SUBMITTED WITH FINANCAIL PROPOSAL**

FROM-----

-----

DATE -----

To: -----

**RE: REQUEST FOR PROPOSAL (RFP) FOR CONSULTANCY SERVICES TO REVIEW HUMAN RESOURCE MANAGEMENT AND PROCEDURE MANUAL**

-----

-----

-----

In accordance with Tender Number ----- Date-----

-

I/We-----

Tender an amount of Kshs.-----

In accordance with the attached tender forms / conditions of tender / schedule of requirements and in conformity with the scheduled delivery arrangements stated.

I/We understand that the Authority reserves the right to accept or reject this tender for any reason it considers justifiable.

I/We agree that the terms of this tender will remain valid for and will not be withdrawn for a period of----- days from the final date of submission of tender.

In the event of this tender being accepted within the stipulated ----- days; I/We agree to provide consultancy services as indicated in this tender to be quoted delivery dates and failure on my/our part to meet these requirements constitutes a breach on contract.

Witnessed by-----

-

Address-----

Signature of Witness-----

-

Date-----

Tenderer's Name-----

---

Tenderer's Signature-----

---

Tenderer's designation-----

---

Full address-----

Telephone No-----

-

Telegraphic Address-----

---

Date-----

**4. PERFORMANCE BANK GUARANTEE**

*(To be on the letterhead of the Bank)*

To: National Industrial Training Authority  
Commercial Street  
P.O. Box  
74494, 00200  
**NAIROBI.**

WHEREAS \_\_\_\_\_ [*name of Contractor*]

(hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ 2018 to provide \_\_\_\_\_ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total of **(5% of BID PRICE)**.

\_\_\_\_\_ (words) \_\_\_\_\_ (figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_

\_\_\_\_\_ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

The guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 2016.

Signature and seal of the Guarantors

\_\_\_\_\_  
[*name of bank*]

\_\_\_\_\_  
[*address*]

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

**3. CONTRACT FORM**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2019 between **National Industrial Training Authority** (hereinafter called "the Employer") of the \_\_\_\_\_ the \_\_\_\_\_ one part and \_\_\_\_\_ (hereinafter called "the Contractor") of the other part:

WHEREAS the Employer invited tenders for certain goods and ancillary services, viz., Provision of consultancy Services and has accepted a tender by the Consultant for the provision of the services in the sum of

\_\_\_\_\_

\_\_\_\_\_ (*words*) \_\_\_\_\_ [*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 General Conditions of Contract;
  - (d) The Special Conditions of Contract; and
  - (e) The Employer's Notification of Award and Consultants' letter of Acceptance.
3. In consideration of the payments to be made by the Employer to the Contractor, the Contractor hereby covenants with the Employer to provide the services in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Consultant in consideration of the provision of the services, 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.
5. The consultant undertakes to perform the services with the highest standards of proficiency and ethical competence and integrity.

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 FOR AND ON BEHALF OF THE NATIONAL INDUSTRIAL TRAINING AUTHORITY

\_\_\_\_\_  
**DIRECTOR-GENERAL** )  
)  
In the presence of: )  
)  
\_\_\_\_\_)  
**MANGER LEGAL** )

SIGNED FOR AND ON BEHALF OF

\_\_\_\_\_  
**DIRECTOR** )  
)  
In the presence of: )  
)  
\_\_\_\_\_)  
**SECRETARY**