



PRIVATIZATION COMMISSION

Enhancing Kenya's Productive Capacity

REQUEST FOR PROPOSAL DOCUMENT
FOR
PROVISION OF PERCEPTION SURVEY CONSULTANCY SERVICES

REF NO: PC/035/2018-2019

**SELECTION OF CONSULTANT -QUALITY COST BASED SELECTION
(RE-INVITATION FOR THE SHORTLISTED FIRMS)**

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Launch Date: 6th June 2019

Closing Date: 20th June 2019 at Time: 11.00 A.M.

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SECTION I - LETTER OF INVITATION

Date: **6th June 2019**

TO: All invited consultants

Dear Sir/Madam,

RE: PROVISION OF PERCEPTION SURVEY CONSULTANCY SERVICES

1.1 The Privatization Commission invites proposals for the following consultancy services: **Perception Survey Consultancy Services.**

Scope of coverage of the Consultancy services: The main objective of the assignment will be to gain a better understanding of the stakeholders' perception of the Commission's progress and adherence to its vision, mission and core values.

Expected output/Deliverables:

1. Inception report detailing consultant's understanding/interpretation of the task, overall analytical and facilitation approach and time line of execution;
2. Draft Report on the Perception Survey with details on the provided objectives above; and
3. Final Report of the Perception Survey with recommendations.

1.2 The request for proposals (RFP) includes the following documents:

- Section I - Letter of invitation
- Section II - Information to consultants
Appendix to Consultants information
- Section III - Terms of Reference
- Section IV - Technical proposals
- Section V - Financial proposal
- Section VI - Standard Contract Form

1.3 Upon receipt, please inform us

- i. that you have received the letter of invitation
- ii. whether or not you will submit a proposal for the assignment

1.4 A complete set of bidding documents can be obtained from the Privatization Commission offices at Extelcoms House, 11th Floor upon payment of a non-refundable fee of KES 1,000.00 for a hard copy payable to the Privatization Commission or downloaded free of charge from the Commission's website www.pc.go.ke or <https://www.tenders.go.ke/website>. Those who download the document should inform the Commission immediately via email info@pc.go.ke or procurement@pc.go.ke.

- 1.5 Complete proposal documents are to be enclosed in plain sealed envelopes marked with the tender reference number and addressed to ED/CEO Privatization Commission and either
- i. deposited in the Tender Box on 11th Floor, Reception Area, Extelcoms House, Haile Selassie Avenue, Nairobi
 - or
 - ii. dropped in the Procurement Office on 11th Floor, Extelcoms House, Haile Selassie Avenue, Nairobi

so as to be **received on or before 20th June 2019 at 11.00 a.m.**

Technical proposals will be opened immediately thereafter at the **Main Boardroom on 11th Floor, Extelcoms House** in the presence of consultants or their representatives who choose to attend.

Prices quoted must be inclusive of all applicable taxes and must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.

Yours sincerely,

Joseph Koskey
Executive Director/CEO

SECTION II – INFORMATION TO CONSULTANTS (ITC)

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SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Client named in the Appendix to "ITC" will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix "ITC" for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix "ITC" to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix "ITC", assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.

- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the hard copy of tender document shall not exceed Kshs. 1,000/=.
- 2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

- 2.3.1 The Consultants proposal shall be written in English language

2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in the Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*,

the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.

- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) **CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal.** Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last five (5) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as

subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "A" specifies otherwise.

2.4.3 Consultants shall express the price of their services in Kenya Shillings.

2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.

2.4.5 The Proposal must remain valid for 120 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 **Submission, Receipt, and Opening of Proposals**

2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix "A". Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**”

2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITC”. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.6 **Proposal Evaluation General**

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix “ITC”. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant’s proposal.

2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.7 Evaluation of Technical Proposal

The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria below:

S/NO.	Criteria	Attribute	Max Score (%)
1	<p>Experience of the Firm: The qualifying firm shall support with evidence the following qualification:</p> <ul style="list-style-type: none"> ▪ Minimum of 5 years in provision of similar consultancy services. ▪ Relevant and proven experience of the firm in similar assignments in at least five public institutions and at least three other institutions ▪ A brief profile and description of the Consultancy demonstrating their ability to achieve tight deadlines and flexibility in meeting clients' needs; ▪ A brief profile of at least three key personnel showing areas of specialization together with a list and evidence of relevant work experience for the last three (3) years; 	<ul style="list-style-type: none"> • Attach LSO or Copies of Contracts for related assignments from 5 Public Entities: (1 mark for each – Total 5 marks) • Attach Reference letters on client's letterhead from at least 3 Public Entities for services offered in the last five years: (5 marks for each letter – Total 15 Marks). • Attach Company profile and the demonstration showing ability to achieve tight deadlines (5 Marks). • Brief profile of the key personnel with their relevant work experience (5 Marks). 	30

2	<p>Qualifications of the Key Staff (must attach relevant supporting documents)</p> <p><u>Team Leader</u> Academic and Professional Qualification of the Team Leader: The team leader should possess the following:</p> <p>i. Academic</p> <p>a. A degree in communication or any related discipline. b. A Master’s degree in the area of communication studies or related discipline from a recognized university.</p> <p>ii. Professional</p> <p>a) A strong communication, public relations, media or market research or integrated marketing communication experience, demonstrated through testimonials and evidence of similar or related assignments. b) Membership to a relevant professional body.</p> <p>iii. Experience The lead consultant should have at least five years’ experience in carrying out market research and other surveys.</p>	<p>i. Academic Qualifications:</p> <p>a. Attach a Degree in Communication and related discipline: 5 marks b. Postgraduate degree in Communication and related discipline: 1 mark</p> <p>ii. Professional Qualifications:</p> <p>a. Attach testimonials and evidence of similar assignments done: 14 marks b. Attach Membership Certificate from a relevant Professional body: 5 marks</p> <p>iii. Experience</p> <p>a. ≥5 Years’ experience in carrying out Market Research and other Surveys. (Attach reference letters):10 marks</p>	35
3	<p>Qualification of other experts forming part of the Team:</p> <p>a. A degree in communication, social sciences or any business-related degree. Possession of relevant Master’s degree will be desirable. b. Professional Membership to the Public Relations Society of Kenya or any other relevant professional body. c. Research experience: at least three years’ experience in carrying out market research and other surveys</p>	<p>a. Attach a copy of degree certificate in relevant field: 2 marks b. Attach a Membership Certificate from a relevant professional body: 8 marks c. Attach reference letters to confirm that the consultant has at least 3 years’ experience: 5 marks</p>	15

4	Methodology and Approach: the methodology should be adequate to prove capability of handling the assignment.	The methodology should outline the following: Sample Size and Sampling Technique, the geographical distribution of respondents, data collection tools, data analysis, proposed structure of the research and use of modern tools and technology.	20
TOTAL			100

2.7.1 Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix "ITC".

2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed

all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.

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

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

2.8.6 The tender evaluation committee shall evaluate the tender within 21 days of from the date of opening the tender.

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

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

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

2.9 Negotiations

2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.

2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

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

2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

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

2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.

2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".

2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

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

2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.10.6 To qualify for contract awards, the tenderer shall have the following:

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.

(d) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

2.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

2.12 Corrupt or fraudulent practices

2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

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

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

Appendix to information to consultants

Note on the Appendix to Information to Consultants

1. The Appendix to information to consultant is intended to assist the procuring entity in providing specific information in relation to corresponding claims in the information to consultants included in Section II and the appendix has to be prepared for each specific consultancy.
2. The Procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the assignment of the consultancy and the proposals evaluation criteria that will apply to the RFP Consultancy.
3. In preparing the appendix the following aspects should be taken into consideration.
 - (a) The information that specifies or complements provisions of Section II to be incorporated.
 - (b) Amendments of Section II as necessitated by the circumstances of the specific consultancy to be also incorporated
 - (c) Section II should remain unchanged and any changes or amendments should be introduced through the appendix.

Appendix to Information to Consultants

The following information for procurement of consultancy services and selection of consultants shall complement or amend the provisions of the information to consultants, wherever there is a conflict between the provisions of the information and to consultants and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to consultants.

Clause Reference

2.1 The name of the Client is: **Privatization Commission, Extelcoms House, 11th Floor, P.O. Box 34542 – 00100, NAIROBI.**

2.1.1 The method of selection is: **Quality Cost Based Selection (QCBS)** of the submissions received from the firms to which this Request for Proposal (RFP) has been sent. The firm that offers the highest combined (technical and financial) score shall be considered for award of the contract.

2.1.2 Technical and Financial Proposals are requested: **Yes**

The name, objectives, and description of the assignment are: **Provision of Perception Survey Consultancy Services (as per the terms of reference).**

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

2.1.4 The Client will provide the following inputs:

- i) Service charter, strategic plan;
- ii) List of staff ; and
- iii) Contact person for the exercise.

2.1.5 (ii) The estimated number of professional staff months required for the assignment is; **as per terms of reference**

(iv) The minimum required experience of proposed professional staff is: **As per terms of reference**

2.1.6 (vii) Training is a specific component of this assignment: **No**

(viii) Additional information in the Technical Proposal includes:
As per terms of reference

2.1.7 Taxes: The total financial proposal **MUST** be inclusive of all taxes applicable.

2.3.4 The following documents shall be required in the preliminary evaluation of the technical proposals. Failure to submit any of the listed documents will lead to automatic disqualification at the preliminary stage: -

- i. Certificate of registration/registration
- ii. Valid tax compliance certificate
- iii. Duly completed and signed Confidential Business Questionnaire in the format provided
- iv. Duly completed and filled anti-corruption self-declaration form

2.5.2 Consultants must submit **an original** and **one (1)** additional copies of each proposal.

2.5.3 The proposal submission address is:

**Executive Director/ CEO,
Privatization Commission,
Extelcom House, 11th Floor, Haile Selassie Avenue
P.O. Box 34542 00100
NAIROBI. Email: info@pc.go.ke**

Information on the outer envelope should also include:

Tender Number and tender description

2.5.4 Proposals must be submitted no later than the following date and time: **20th June 2019 at 11.00 a.m.**

2.6.1 The address to send information to the Client is

**Executive Director/ CEO,
Privatization Commission,
Extelcom House, 11th Floor, Haile Selassie Avenue**

**P.O. Box 34542 00100
NAIROBI.**

2.7.1 The minimum technical score required to pass: **Seventy Per Cent (70%)**

2.8.5 Alternative formulae for determining the financial scores is the following: **No alternative formulae**

The weights given to the Technical and Financial Proposals are:

T = 0.80

P = 0.20

2.9.2 The assignment is expected to commence on the **date of contract effectiveness** at **11th Floor, Extelcoms House, Haile Selassie Avenue**

SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

- 3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.
- 3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

SECTION III - TECHNICAL PROPOSAL

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1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

To: _____ [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for _____ [Title of consulting 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 that you receive.

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

_____ [Name of Firm]

_____ [Address:]

2. FIRM'S REFERENCES

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

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

Assignment Name:	Country	
Location within Country: Your	Professional Staff provided by Firm/Entity(profiles):	
Name of Client: assignment.	Clients contact person for the	
Address: Duration of the Assignment:	No of Staff-Months;	
Start Date (Month/Year): (Kshs)	Completion Date (Month/Year):	Approx. Value of Services
Name of Associated Consultants. If any: No of Months of Professional Staff provided by Associated Consultants:		
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of project:		
Description of Actual Services Provided by Your Staff:		

Firm's Name: _____

Name and title of signatory; _____

(May be amended as necessary)

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

On the Terms of Reference:

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

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

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

14. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

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

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm: _____ Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

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

_____ Date: _____
[Signature of staff member]

_____ Date;

[Signature of authorized representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (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 months

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

[1st, 2nd, etc, are months from the start of assignment)

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

(b). Completion and Submission of Reports

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

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

- 4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.
- 4.2 The financial proposal shall be in Kenya Shillings 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.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

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1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for Phase 1 and Phase 2 (_____) *[Title of consulting 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 remain,

Yours sincerely,

_____ *[Authorized Signature]*
:
_____ *[Name and Title of Signatory]:*
_____ *[Name of Firm]*
_____ *[Address]*

2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Provision of Perception Survey Consultancy services Taxes		
Total cost - KES		

3. BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description: _____
Price Component	Amount(s)
Provision of Perception Survey consultancy services	
Remuneration	
Reimbursables	
Miscellaneous Expenses	
Total cost – KES	

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____				
Name: _____				
Names	Position	Input (Staff months, days or hours as appropriate.)	Remuneration Rate	Amount
Provision of Perception Survey consultancy services				
Regular staff				
(i)				
(ii)				
Total cost– KES				

5. REIMBURSABLES PER ACTIVITY

Activity No: _____

Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
Provision of Perception Survey consultancy services					
1.	Air travel	Trip			
2.	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			
Total cost– KES					

6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
Provision of Perception Survey consultancy services					
1.	Communication costs _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software				
Total cost- KES					

SECTION V: - TERMS OF REFERENCE

5.0. INTRODUCTION AND BACKGROUND

5.0.1 The Privatization Commission (PC) is a State Corporation established under Section 3 of the Privatization Act, 2005 which became operational on 1st January, 2008. The Commission is mandated to:

- i. Formulate, manage and implement the Privatization Programme;
- ii. Make and implement specific proposals for privatization in accordance with the Privatization Programme;
- iii. Carry out such other functions as are provided for under the Act; and
- iv. Carry out such other functions as the Commission considers advisable to advance the Privatization Programme.

5.0.2 OUR VISION

A world class Privatization Agency, innovatively transforming public enterprises for accelerated economic growth.

5.0.3 OUR MISSION

To unlock the potential of public enterprises through a well-designed Privatization Programme to meet desired national objectives.

In order to fulfill this broad mandate, the Commission has set itself strategic objectives, articulated in its 2016/2021 Strategic Plan, as follows:

- i. To attain enhanced public awareness, image and perception;
- ii. To achieve an enabling legal framework in the privatization process;
- iii. To enhance linkages and maintain symbiotic relationships with our stakeholders and partners;
- iv. To enhance political and administrative support to the Privatization Programme; and

- v. To build adequate capacity for an efficient and effective privatization process.

5.1 CONSULTANCY SERVICES FOR CONDUCTING A PERCEPTION SURVEY

The Commission's mandate and strategic objectives imply that we have to proactively engage with key stakeholders. In order to improve and enhance relations with these stakeholders, it is critical for the Commission to ascertain a deeper understanding of stakeholder perceptions and views about its effectiveness in delivering on its mandate. It is against this background that the Commission seeks to conduct a perception survey. With this in mind, the main objective of the survey is to assess the stakeholders' perception of the Commission's mandate and quality of service delivery and whether their expectations are being met and ultimately the production of an analytical research report.

A baseline survey was carried out in March 2018 and the Commission had an overall perception index of 58.4%.

5.2 PERCEPTION SURVEY SCOPE

The envisaged scope of work is determined by the objectives of the survey, which include:

- i. To gain a better understanding of the stakeholders' perception of the Commission's progress and adherence to its vision, mission and core values;
- ii. To evaluate the Commission's Communication Strategy and effectiveness of the communication in terms of tools and frequency;
- iii. To gain a better understanding of the stakeholders' perception of the Commission's effectiveness in carrying out its mandate;
- iv. To develop a clear understanding of levels of awareness about the Commission's function and role;

- v. To examine whether the Commission is perceived to be meeting its strategic goals and objectives, and generating public value; and
- vi. To develop recommendations, based on evidence from the perception survey; which will ensure that the concerns of the stakeholders are addressed, and integrated into the work plan of the Commission to ensure greater public impact and awareness.

5.3 TARGET

The Commission has a diverse pool of stakeholders who are clearly identified and described in the current Strategic Plan:

- i. The Government Ministries, Agencies and State Corporations;
- ii. Suppliers;
- iii. National and County Governments;
- iv. Council of Governors;
- v. IGRTC;
- vi. Consultants/Transaction Advisors;
- vii. Entities to be privatized;
- viii. The media; and
- ix. The general public including the civil society and special interest groups so as to assess the extent to which PC's mandate is correctly interpreted and whether this role is being effectively addressed.

5.4 OUTPUT

The survey outputs will include:

- i. An inception report sharing methodology and tools to be used, including a list of sampled stakeholders by type and geographical spread. This should be presented within 7 days of signing the contract;
- ii. Draft Report on survey findings, recommendations and suggestions which address the stakeholders' concerns within the framework of PC's mandate within fourteen (21) days;
- iii. Final Report on findings and recommendations taking into account the Commission's comments on the Draft Report in

both hard and soft copy within seven (14) days of receiving comments on the Draft Report.

5.5 REPORTING REQUIREMENTS

The firm will be responsible to the Corporate Affairs Officer of the Commission. From time to time the Consultancy firm may be expected to make presentations to the Privatization Commission.

5.6 DURATION OF ASSIGNMENT

The duration of the assignment will be six (6) weeks from the date of commencement.

5.7 PAYMENTS

The proposed payment schedule will be as follows or as agreed during Contract Negotiations: -

- Payment of 30% after submission of an acceptable inception report to the Commission;
- Payment of 30% after submission of an acceptable draft report to the Commission; and
- Payment of 40% after submission of the final report acceptable to the Commission.

5.8 QUALIFICATION OF THE FIRM

- i. Must possess at least three (3) years of successful experience related to the scope of work defined above;
- ii. The firm must demonstrate their past practical experience in conducting surveys on reputable organizations such as Government Ministries and State Corporation (Provide at least three letters of recommendation on clients letter head);
- iii. The firm must have the requisite technical and professional expertise reflected in the qualifications and experience of the personnel who would be dedicated to the assignment;

- iv. At least three (3) key personnel who should have the relevant qualification in the field (submit detailed curriculum vitae for the 3 key personnel); and
- v. The firm must provide adequate methodology and a work plan for achieving the desired objective within the shortest time.

SECTION VI:

STANDARD FORMS OF CONTRACT

- α. ANNEX I – SMALL ASSIGNMENTS (LUMP-SUM PAYMENTS)

ANNEX I

SAMPLE CONTRACT FOR CONSULTING SERVICES

Small Assignments
Lump-sum payments

**SAMPLE CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS
LUMP-SUM PAYMENTS**

CONTRACT

This Agreement, [hereinafter called "the Contract"] is entered into this _____ [Insert starting date of assignment], by and between **ED/Chief Executive Officer, Privatization Commission of P.O. Box 34542 00100 Nairobi** whose registered office is situated at **11th Floor, Extelcoms House, Haile Selassie Avenue** (hereinafter called "the Client") of the one part AND

_____ [Insert Consultant's name] of [or whose registered office is situated at] _____ [insert Consultant's address] (hereinafter called "the Consultant") of the other part.

WHEREAS the Client wishes to have the Consultant perform the services [hereinafter referred to as "the Services", and

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services (i) The Consultant shall perform the Services specified in

Appendix A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract.

(ii) The Consultant shall provide the personnel listed in Appendix B, "Consultant's Personnel," to perform the Services.

(iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, "Consultant's Reporting Obligations."

2. Term The Consultant shall perform the Services during the period commencing on _____ [Insert starting date] and continuing through to _____ [Insert

completion date], or any other period(s) as may be subsequently agreed by the parties in writing.

3. Payment

A. Ceiling

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed _____ [Insert amount]. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below (Modify in order to reflect the output required as described in Appendix C.)

Kshs _____ upon the Client's receipt of a copy of this Contract signed by the Consultant;

Kshs _____ upon the Client's receipt of the draft report, acceptable to the Client; and

Kshs _____ upon the Client's receipt of the final report, acceptable to the Client.

Kshs _____ Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty [30] days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the

prevailing Central Bank of Kenya's average rate for base lending.

4. Project Administration

A. Coordinator.

The Client designates **Human Resources and Administration Manager** as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for payment.

B. Reports.

The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

5 Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality

The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

- 8. Consultant Not to be Engaged in certain Activities** The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.
- 12. Dispute Resolution** Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

FOR THE CLIENT

FOR THE CONSULTANT

Full name; _____ Full name; _____

Title: _____ Title: _____

Signature; _____ Signature; _____

Date; _____ Date; _____

LIST OF APPENDICES

- Appendix A: Terms of Reference and Scope of Services
- Appendix B: Consultant's Personnel
- Appendix C: Consultant's Reporting Obligations

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

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*) ofdated 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.....

SIGNED

Board Secretary

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

(Must be filled by all applicants or Tenderers' who choose to participate in this tender)

Name of Applicant(s)
.....

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2(i) must be filled.

You are advised that giving wrong or false information on this Form will lead to automatic disqualification/termination of your business proposal at your cost.

Part 1 – General

Business Name:.....Certificate of

Incorporation / Registration No.Location of business premises:

CountryPhysical address

Town Building.....

Floor.....Plot No.

Street / Road Postal Address

Postal / Country Code.....Telephone No's.....

Fax No's. E-mail address

Website

Contact Person (*Full Names*) Direct / Mobile No's.....

Title Power of Attorney (**Yes / No**)

If **Yes**, attach written document.

Nature of Business (*Indicate whether manufacturer, distributor, etc*)

(Applicable to Local suppliers only)
Local Authority Trading License No. Expiry Date
Value Added Tax
No.....

Value of the largest single assignment you have undertaken to date (**US\$/KShs**)
.....

Was this successfully undertaken? **Yes / No**.(If **Yes**, attach reference)

Name (s) of your banker (s)

Branches Tel No's.

Part 2 (a) – Sole Proprietor

Full names

Nationality..... Country of Origin.....

.....

Company Profile

(Attach brochures or annual reports in case of public company)

Part 2 (b) – Partnerships

Give details of partners as follows:

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
--------------------------	---------------------------	-----------------------------------	----------------------

1.
----	-------	-------	-------

2.
----	-------	-------	-------

3.
....			

4.
----	-------	-------	-------

Company Profile(Attach brochures)

Part 2 (c) – Registered Company

Private or public

Company Profile(Attach brochures or annual reports in case of public companies)

State the nominal and issued capital of the Company

Nominal KShs

Issued KShs

List of top ten (10) shareholders and distribution of shareholding in the company.

Give details of all directors as follows:-

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1.....
2.....
3.....
4.....

Part 2 (d) – Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt acts with regard to this or any other tender by the Commission and any other public or private institutions.

Full Names

Signature

Dated thisday of 2019.

In the capacity of

Duly authorized to sign Tender for and on behalf of

Part 2 (e) – Criminal Offence

I/We, (Name (s) of Director (s)):-

- a)
- b)
- c)
- ...

have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed

For and on behalf of M/s

In the capacity of

Dated thisday of 2019.

Suppliers' / Company's Official Rubber Stamp

.....

Part 2 (f) – Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

- a)
- b)
- c)
- d)

For and on behalf of M/s

In the capacity of

Dated thisday of2019

Suppliers' / Company's Official Rubber Stamp

.....

Part 2 (g) – Interest in the Firm:

Is there any person/persons in the Privatization Commission or any other public institution who has interest in the Firm? Yes/No (Delete as necessary) Institution

.....

.....
(Title)	(Signature)	(Date)

Part 2(h) – Experience

Please list here below similar projects accomplished or companies / clients you have provided with similar services in the last two (2) years.

<u>Company Name</u>	<u>Country</u>	<u>Contract/ Order No.</u>	<u>Value</u>
1.....
.....			
2.
.....			
3.....
.....			
Contact person (Full Names)			
E-mail address.....			
Cell phone no			



SELF-DECLARATION FORM - ANTI-CORRUPTION DECLARATION

We **(insert the name of the company / supplier)**----- declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply —

- a) The person shall be disqualified from entering into a contract for the procurement; or
- b) If a contract has already been entered into with the person, the contract shall be voidable at the option of EACC.
- c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy that EACC may have.

Name.....Signature.....Date

Company Seal / Business Stamp

ANTI-FRAUDULENT PRACTICE DECLARATION

We **(insert the name of the company / supplier)** ----- declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

Name.....Signature.....Date

Company Seal / Business Stamp

NON - DEBARMENT DECLARATION

We **(insert the name of the company / supplier)** ----- declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

Name.....Signature.....Date

Company Seal / Business Stamp